DRAFT

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF PAYSON AND THE TOWN OF STAR VALLEY

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the Town of Payson, a municipal corporation (hereinafter, "Payson") and the Town of Star Valley, a municipal corporation (hereinafter, "Star Valley") (collectively "the Parties").

RECITALS

A. Payson is an Arizona municipal corporation and the Payson Police Department (hereinafter, "Department") is a department of Payson.

B. Star Valley is a newly incorporated Arizona Town and is by law required to provide law enforcement services to it citizens as of July 1, 2006.

C. Star Valley desires to contract with Payson to provide law enforcement services within the corporate limits of Star Valley.

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained, and pursuant to the terms and provisions herein, the parties hereby agree as follows:

1. Term. This Agreement shall be effective upon the date first above written and shall remain in effect for the balance of the fiscal year of the Payson, through and until June 30, 2007.

2. Providing of Law Enforcement Services. Payson, through the Department, will provide Law Enforcement Services (as described on Exhibit A attached hereto) to and in Star Valley during the term of this Agreement. Payson shall have sole authority to make all law enforcement decisions, including, but not limited to, staffing, officer assignment, management, arrest, and field procedures and policies. Star Valley shall not interfere with such decisions.

3. Prosecution and Court Services. Payson shall not be responsible for providing any prosecution services or municipal court facilities or personnel for Star Valley.

4. Compensation. Star Valley agrees to pay Payson the sum of $_____, payable at the rate of $_____ per month for each and every month of the term of this

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Agreement. Said payments shall be made in advance on or before the first day of each and every month of the term of this Agreement.

5. Cooperation of Star Valley. Star Valley agrees to cooperate with Payson in the performance of Payson's obligations under this Agreement.

6. Payment When Due. In the event Star Valley fails to pay when due any payment required hereunder to be made by Star Valley, Payson may cease service to Star Valley or terminate this Agreement at Payson's option and in its sole discretion.

7. Entire Agreement. This written instrument constitutes the entire agreement between the parties hereto and all prior agreements related to the same subject matter, written or oral, are merged with this Agreement, except as otherwise herein provided. This Agreement shall not be altered, modified or amended in whole or in part except by a similar written instrument executed with the same formalities as this instrument.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

9. Authorized Signatures. This Agreement is executed by the individuals whose names are affixed hereto and they certify to each other that they are each authorized so to do.

10. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of the Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and the Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

11. Paragraph Headings. The subject headings of paragraphs are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. Other Acts. The parties agree to execute, acknowledge and deliver such other documents and instruments and perform such other acts as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

13. No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by United States Mail, or delivered to the party for which the same is intended, as follows:

Town of Payson
303 North Beeline Highway
Payson, Arizona 85541
Attention: Town Manager

Town of Star Valley
_____
_____
Attention: _____

15. Cancellation. This Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are included herein. Said statute provides, among other things, that if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of any other party to the contract, that this Agreement may be canceled.

16. Time of Essence. Time is of the essence in this Contract and all of its parts.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

FOR THE TOWN OF STAR VALLEY:

_____
_____, Mayor

APPROVED AS TO FORM:

_____
Town Attorney for the Town of Star Valley

FOR THE TOWN OF PAYSON:

_____
F. Robert Edwards, Mayor

APPROVED AS TO FORM:

_____
Samuel I. Streichman,
Town Attorney for the Town of Payson

Addendum to Agreement for Law Enforcement between the Town of Payson and the Town of Star Valley

Note: Submitted by Chief Gartner

Police services will be provided in a manner consistent with the service being provided to the town of Payson.

Misdemeanor arrest will be cited into Justice Court and civil traffic violations will be cited into Star Valley Magistrate court.

Any jail or prosecution cost associated with Star Valley will be paid by Star Valley.

Civil papers, including subpoenas issued by the Star Valley Magistrate court will be served by the Payson Constable at a cost to Star Valley.

The Payson Police Department will provide officers or administrative officers to attend council meetings as requested.

Zoning and code enforcement regulations will not be enforced by Payson P.D..

The Town of Payson will only respond to animal control issues if there is information to indicate a threat to human life or if there is information to indicate that there is criminal activity under way.