

RESOLUTION NO. 2276

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF PAYSON AND THE TOWN OF STAR VALLEY.

WHEREAS, the Towns of Payson and Star Valley desire to enter into an agreement for the provision of law enforcement services by the Town of Payson within the Town of Star Valley,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Agreement for Law Enforcement Services Between the Town of Payson and the Town of Star Valley is hereby approved in substantially the form attached as Exhibit "A".

Section 2. That F. Robert Edwards, the Mayor of the Town of Payson, is hereby authorized to execute said Agreement for Law Enforcement Services in substantially the form attached as Exhibit "A".

Section 3. That the Town of Payson be and is hereby authorized to take such other and further actions as are necessary or appropriate to carrying out the intent of this Resolution Number 2276.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2007, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

F. Robert Edwards, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

Prepared by Town of Payson Legal Department

SIS:drs May 9, 2007 (10:26AM)

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MAY 17 2007 6.5

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

THIS AGREEMENT is made this _____ day of _____, 2007, 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 an Arizona municipal corporation and is by law required to provide law enforcement services to its citizens.
- 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 as of July 1, 2007, and shall remain in effect until June 30, 2009.
- 2. Providing of Law Enforcement Services. Payson, through the Department, will provide Law Enforcement Services (as described on Exhibit A attached hereto) to and within the jurisdiction of Star Valley during the term of this Agreement. Within thirty days of the adoption of this Agreement by Star Valley, Star Valley shall amend its Town Code and Ordinances such that they do not conflict with this Agreement during the term of this Agreement.
- 3. Control of Law Enforcement Services. 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 have no right to participate in such decisions and shall not interfere with or countermand such decisions. The Parties agree that all management, control, oversight, supervision or direction provided to its employees, agents, contractors, officers and volunteers is solely within the authority of and the obligation of Payson. Payson shall have the sole responsibility and the sole discretion of determining the level and amount of resources, including equipment and personnel, to be provided under the obligations of this agreement. Payson agrees that its employees, agents, contractors, officers and volunteers will generally strive to comply with all applicable laws, personnel rules, policies and procedures, certification and training while providing services under this agreement within the jurisdiction of Star Valley.

Addendum to: MAY 17 2007 Gr. 5*

4. Prosecution and Court Services.

- A. Payson shall not provide any prosecution services or municipal court facilities, services, or personnel for Star Valley under this Agreement or otherwise.
- B. During the term of this Agreement, Star Valley shall (1) establish and maintain its own Magistrate Court for the purposes of civil traffic citations; and (2) enter into an agreement with Gila County for the purposes of providing for the independent prosecution of any misdemeanor citations issued by the Department in the Payson Regional Justice Court.

5. Compensation.

- A. Star Valley agrees to pay Payson the sum of two hundred fifty eight thousand three hundred dollars and 00/100 (\$258,300.00) for each of the two (2) years of the term of this Agreement, payable at the rate of twenty one thousand five hundred twenty five dollars and 00/100 (\$21,525.00) per month for each and every month of the term of this Agreement. Said payments shall be made in advance of or before the first day of each and every month of the term of this Agreement. Any payment made after the 20th of any month shall be deemed delinquent.
- B. In addition to the amount set forth in paragraph A above, if any call for service in Star Valley requires or results in more than 100 man-hours of Department work, Star Valley shall pay to Payson forty five dollars (\$45.00) per hour for all hours above 100 hours. Payson shall invoice any amounts due under this subsection within 45 days of the close of the investigation of such call for service. Star Valley shall pay such amounts billed under this section within 15 calendar days of receipt of the invoice from Payson.

6. Payment When Due. In the event Star Valley is delinquent on any payment, Payson may cease service to Star Valley or terminate this Agreement at Payson's option and in its sole discretion.

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

8. Insurance. Payson and Star Valley are both members of the Arizona Municipal Risk Retention Pool ("AMRRP"). If either of the Parties leave AMRRP, they shall notify the other Party within 30 days, obtain substitute insurance and name the other Party as an additional insured. ~~If any claims are made to or paid by AMRRP related to the police services covered by this Agreement, the Parties shall mutually request that AMRRP attribute such claims to the experience rating of Star Valley.~~ [Removed at the request of the Arizona Municipal Risk Retention Pool.]

9. 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.
10. 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.
11. Authority. The Parties represent and warrant to each other that 1) the execution and performance of this Agreement has been duly authorized by the respective responsible officers of each Party, 2) the execution and performance of this Agreement has been duly authorized and entered into in compliance with each Party's respective Town Code, Ordinances, and Resolutions, 3) the individuals executing this Agreement on behalf of each Party are respectively duly authorized and empowered to bind the respective Parties, and 4) each Party has full power and authority to perform its respective obligations under this Agreement.
12. 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 or mediation 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, mediation, litigation in a court, or otherwise.
13. Indemnification. Payson shall hold harmless Star Valley, its Council Members, officers, employees, agents, and attorneys and Star Valley shall hold harmless Payson, its Council Members, officers, employees, agents, and attorneys from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, out of the exercise of this agreement. Star Valley is not in any way liable to Payson or to any other person, firm or corporation for the determination to supply or not to supply, or to limit the amount of Law Enforcement Services supplied under this agreement. In

proceeding to and returning from the territory of Star Valley and while providing services under this agreement, Payson and all of its agents, employees, contractors and volunteers shall be considered to be an independent contractor for all purposes and not under the direction and control of Star Valley or any of its Council members, employees, contractors or agents. Notwithstanding the foregoing, the Parties acknowledge and understand that Payson and Star Valley are each presently members of the Arizona Municipal Risk Retention Pool and that all claims, demands, and lawsuits will be presented to it for review, adjustment and defense.

14. 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.
15. 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.
16. 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.
17. No Partnership. It is not intended by this Agreement to, and nothing contained herein shall, create any partnership or joint venture between Payson and Star Valley.
18. 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
P.O. Box 640
Payson, AZ 85547
Attention: Town Manager

19. 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.

20. Time of Essence. Time is of the essence of this Agreement 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:

Chuck Heron, Mayor

APPROVAL AS TO FORM

The Attorneys for the Town of Star Valley have reviewed this contract and approved it as to form and have determined that said contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Timothy Grier, Town Attorney

FOR THE TOWN OF PAYSON:

F. Robert Edwards, Mayor

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this contract and approved it as to form and has determined that said contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By _____
Samuel I. Streichman, Town Attorney

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

Law Enforcement Services shall include:

1. Basic responsive police and dispatch services.
2. Animal control matters only if there is information to indicate a threat to human life and that there is criminal activity under way.

Law Enforcement Services shall not include:

1. Proactive police services. Payson shall not be required to provide proactive services for traffic, narcotics, close patrols, etc. For the purposes of this section, 'proactive services' shall mean all police services except for those which originate with a 911 call to the Department or a call to the Department non-emergency number to report a specific crime.
2. Prosecution services. No prosecution services shall be provided under this Agreement
3. Court Services. No Court services shall be provided under this Agreement.
4. Jail costs. Any and all jail cost will be paid by Star Valley to the Gila County Sheriff's Office.
5. Service of civil documents. Civil papers, including subpoenas issued by the Star Valley Magistrate Court, will not be served by Payson. Star Valley will make arrangements for such service.
6. Zoning and code enforcement.
7. All animal control matters except as referenced in Item 2 above.