

RESOLUTION NO. 2474

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE TOWN OF PAYSON CHIEF OF POLICE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY FOR A DUI ENFORCEMENT PROGRAM.

WHEREAS, the Town of Payson Police Department desires to participate in the DUI Enforcement Program of the Department of Public Safety of the State of Arizona; and

WHEREAS, for such purpose, an Intergovernmental Agreement has been negotiated,

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

Section 1. That the Intergovernmental Agreement between the Town of Payson Police Department and the State of Arizona, Department of Public Safety, attached hereto marked Exhibit "A", be and is hereby approved in substantially the form as attached.

Section 2. That Donald B. Engler, Chief of Police of the Town of Payson, be and is hereby authorized to execute said IGA in substantially the form as attached.

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 intention of this Resolution Number 2474.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2009, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

EXHIBIT "A"

to Resolution No. 2474

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF PUBLIC SAFETY ("DPS") AND THE Payson Police Department ("Agency").

RECITALS

1. The Department of Public Safety is empowered by Arizona Revised Statutes § 41-1713(B)(3) to enter into this agreement by and through the Director of the DPS.
2. The Agency is empowered by Donald B. Engler, Chief of Police to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Agency.
3. The DPS has primary jurisdiction and responsibility for apprehending intoxicated drivers on state and federal highways of the State of Arizona.
4. The DPS is requesting that the Agency assign one or more of its sworn law enforcement officers employed by the Agency for the purpose of enforcing Arizona's DUI statutes during joint DPS sponsored, grant funded, overtime details.

AGREEMENT

1. The Agency agrees to assign one or more of its sworn law enforcement officers to participate in a joint law enforcement effort with the DPS which will be directed toward the apprehension of intoxicated drivers. During this period of assignment, the DPS and the Agency agree to allow said officer to maintain all rights and privileges available to said officer as if he were assigned on a fulltime basis to the Agency during this period.
2. The DPS hereby agrees to grant law enforcement jurisdiction to officers, regularly employed by the Agency, while they are participating in the DUI Enforcement Program. Jurisdiction is limited to participation in the DUI Enforcement Program.
3. The officer or officers assigned to this joint DUI Enforcement Program will be assigned to enforce Arizona's DUI laws at a mutually agreed upon location. All joint enforcement efforts must have the approval of the DPS project administrator prior to implementation. Enforcement techniques to be employed will be either a sobriety checkpoint and/or enhanced DUI patrols. The basis for determining locations will be alcohol-related accidents.
4. The DPS agrees to reimburse the Agency one and a half times each officer's current salary plus any employee-related expenses. In order to qualify for reimbursement, an officer must be in overtime status during the time of joint enforcement efforts as defined by Agency policy. It is the responsibility of the Agency to ensure that all claims are true

and accurate and that each officer was, in fact, in overtime status. All records regarding overtime claims, including officer time and accounting logs, must be retained in compliance with A.R.S. § 35-214. (Inspection and Audit of Contract Provisions). Such claims should be submitted to the DPS within 30 days following the completion of an approved joint DUI enforcement project.

5. The DPS will reimburse the Agency for their contributions to the joint DUI enforcement efforts. No claim shall be paid unless it is in full compliance with this Agreement.
6. Federal authorities require a report to account for all funded activities, including types of enforcement, the total number of officers involved, the total number of officers paid under this agreement and the nature of their activities while participating in the DUI Enforcement Program. The DPS will be responsible for collecting this information and compiling all reports. The Agency will submit a reasonable request for information arising from the Agreement in a timely fashion.
7. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, whereupon all new obligations under this Agreement shall cease. The DPS reserves the right to immediately terminate this Agreement upon any lapse in grant funding. Funding for the DUI Enforcement Program is being provided through grants. The Agreement will therefore terminate upon expiration of the grants or depletion of the grant, whichever occurs first. Upon termination of this Agreement, the DPS will forward all outstanding payments to the Agency in a timely fashion.
8. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.
9. During the performance of the Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, or because he or she has a physical or mental handicap, or because he or she is a disabled veteran or a veteran of the Vietnam era. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The parties agree that Executive Order 99-4 is hereby fully incorporated herein by reference.
10. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party ("as Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Agency shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or

agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the directors, officers, agents, or employees of subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Signed and attested to as of this date set forth above

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Roger L. Vanderpool, Director

Date

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Assistant Attorney General
Approved to as Form

Date

AGENCY Payson Police Department

Signature

Date

Donald B. Engler
Name Printed or Typed