

COUNCIL DECISION REQUEST

SUBJECT: Contract Law Enforcement and Dispatch Services for the town of Star Valley

MEETING DATE: June 22, 2006

CSP ITEM: Yes No KRA#

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Gordon H. Gartner,
Chief of Police

AMOUNT BUDGETED: N/A

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: N/A

CONT. FUNDING REQUIRED: N/A

EXHIBITS (If Applicable, To Be Attached): Draft Law Enforcement Agreement

RECOMMENDED MOTION

I move to authorize the Mayor to sign an Intergovernmental Agreement to allow the Town of Payson to provide law enforcement services to the Town of Star Valley for a period of one year, beginning on July 1, 2006, with the understanding that the Town of Star Valley will pay the Town of Payson \$100,000 for this service, subject to Town Attorney approval of the agreement.

SUMMARY OF THE BASIS FOR RECOMMENDED MOTION:

Payson has been approached by the Town of Star Valley to submit a cost to provide law enforcement services to the Town of Star Valley. The Gila County Sheriff's office has been providing law enforcement services to Star Valley prior to and since their incorporation. The Sheriff's office service will come to an end on July 1, 2006 absent an agreement with Star Valley. The Sheriff, like many agencies throughout the State is experiencing a staffing shortage and may struggle to provide coverage to Star Valley. The new Town of Star Valley is in the infant stage in their development and it would be the neighborly thing to do to help them with this service pending other arrangements or the formation of their own police department.

PROS:

- This agreement will help to solidify the relationship between the communities of Star Valley and Payson.
- We will generate an additional \$100,000 in revenues, which can be used to assist us with personnel needs.
- The Payson Police Department does spend some time in Star Valley assisting the Sheriff's office (they also assist us in Town); this agreement will allow us to recoup some of our cost.

CONS:

- The added call load and physical area will create additional burdens on the Payson Police Department.
- The Payson Police Department will be required to provide service to the areas of Lion Springs and Diamond Point, which with limited staffing will slow down our response time to these areas as well as in Payson. Our

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standard is a 5-minute response time to Priority 1 calls for service, which will be increased. Note: 2005 Priority 1 response time were 6:28 and thus far in 2006 it is 5:20.

- The Sheriff's office reported 115 calls for service since January 1, 2006 in the town of Star Valley; they have no data prior to this date. The historical information regarding the workload for Star Valley is limited and the cost for law enforcement services, based on an objective analysis, is difficult to ascertain. I do believe the \$100,000 proposal is an exceptional deal for Star Valley.
- Payson Police Officers have a limited understanding of the terrain and addressing system in Star Valley, which has many dirt roads and few street lights. This is not an insurmountable issue but does need to be mentioned.
- The Payson Police Department will need to create a separate records management system for the Town of Star Valley in order to provide accurate reports on crime data.

PUBLIC INPUT (if any):

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

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 its 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

Attachment to: JUN 22 2006 I.L.G.

6-21-06 4:30 pm

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:

FOR THE TOWN OF PAYSON:

 _____, Mayor

 F. Robert Edwards, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Town Attorney for the Town of Star Valley

 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.