

**RESOLUTION NO. 2927**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") BETWEEN THE TOWN OF PAYSON, ON BEHALF OF THE TOWN OF PAYSON POLICE DEPARTMENT ("TPPD") AND GILA COUNTY, ON BEHALF OF THE GILA COUNTY SHERIFF'S OFFICE ("GCSO") FOR CENTRALIZED DISPATCH SERVICES TO THE GCSO AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT.**

**WHEREAS**, pursuant to A.R.S. § 9-240 (B)(12), the Town Council shall also have power to establish and regulate the police of the Town, and to prescribe their powers; and

**WHEREAS**, pursuant to A.R.S. §11-952, the Parties are authorized and empowered to enter into intergovernmental agreements for joint or cooperative action.

**WHEREAS**, the TPPD is the primary law enforcement agency charged with the duty to provide law enforcement and dispatch services within the boundaries under its jurisdiction; and

**WHEREAS**, Gila County requires the provision of law enforcement centralized dispatch services for the GCSO in the Payson and surrounding jurisdiction; and

**WHEREAS**, the Town of Payson, by and through TPPD, desires to provide law enforcement centralized dispatch services to GCSO within and without the boundaries of the Town under its jurisdiction; and

**WHEREAS**, the Gila County, on behalf of the Gila County Sheriff's Office, desires to contract with the Town, through the Town of Payson Police Department for law enforcement centralized dispatch services to the GCSO.

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

Section 1: That the Dispatch Agreement, a copy of which is attached hereto as Exhibit "A", and made a part hereof by this reference, be and is hereby approved.

Section 2: That Kenny Evans, Mayor of the Town of Payson, be and is hereby authorized to execute said Agreement attached as Exhibit "A" in substantially the form as attached.

Section 3: That the Town of Payson and Town Officials are hereby authorized to take such other and further actions as may be necessary or appropriate to carry out the terms and intent of said Intergovernmental Agreement.

**JUN 16 2016 G.4  
JUL 07 2016 G.1**

**PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF  
PAYSON** this 7th day of July, 2016, by the following vote:

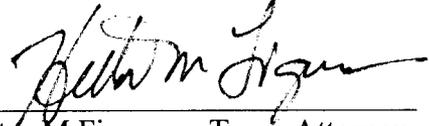
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Silvia Smith, Town Clerk

  
\_\_\_\_\_  
Hector M Figueroa, Town Attorney

# Exhibit A

to Resolution 2927

(IGA for Dispatch between GCSO and TPPD)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TOWN OF PAYSON  
AND  
GILA COUNTY BOARD OF SUPERVISORS  
CENTRALIZED DISPATCH SERVICES TO THE GILA COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of July, 2016, by and between the Town of Payson on behalf of the Town of Payson Police Department, a municipal corporation and a political subdivision of the State of Arizona, hereinafter referred to as "TPPD", and Gila County Board of Supervisors ("Gila County"), a political subdivision of the State of Arizona, on behalf of the Gila County Sheriff's Office, hereinafter referred to as "GCSO", "the Town" or "Gila County" and singularly as "the Party" and collectively as "the Parties".

**WHEREAS**, the TPPD is the primary law enforcement agency charged with the duty to provide law enforcement and dispatch services within the boundaries under its jurisdiction; and

**WHEREAS**, Gila County requires the provision of law enforcement centralized dispatch services for the GCSO in the Payson and surrounding jurisdiction; and

**WHEREAS**, the Town through TPPD desires to provide law enforcement centralized dispatch services to GCSO within and without the boundaries of the Town under its jurisdiction; and

**WHEREAS**, the County, through the Gila County Sheriff's Office, desires to contract with the Town, through the Town of Payson Police Department for law enforcement centralized dispatch services to the GCSO; and

**WHEREAS**, pursuant to A.R.S. §11-952, the Parties are authorized and empowered to enter into intergovernmental agreements for joint or cooperative action.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Purpose**

The purpose of this Intergovernmental Agreement is to define the terms upon which the Town through the Payson Police Department will provide dispatch services to the Gila County Sheriff's Office.

2. Term and Renewal

A. Initial Term: This Intergovernmental Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction. The initial term shall be for a three (3) one (1) year periods subject and contingent on an annual review from the effective date affirming renewal of each yearly period. Such annual review shall be performed forty-five (45) days prior to end of each year.

3. **Dispatch Services to be Provided by the TPPD**

Town of Payson through the TPPD will provide centralized dispatch services to the GCSO during the term of this Intergovernmental Agreement. The dispatch services to be provided to the GCSO shall be in substantial conformance with the dispatch services provided for the Town of Payson Police Department and the Tonto Apache Tribal Police Department ("TAPPD"), except that dispatch services shall also be provided to the protection and enforcement of Town laws, as well as the enforcement of applicable federal and state laws, within and without the Town. TPPD will provide on-going training on the use of the dispatch system to the GCSO dispatch and law enforcement personnel transferred to the TPPD system in conformance with the regular training schedule provided to dispatchers and officers of the Town of Payson Police Department.

With respect to the TPPD's obligation to provide dispatch services pursuant to this Intergovernmental Agreement, the Parties understand and agree:

- a. TPPD will provide centralized dispatch services in a manner consistent with negotiated payment terms for dispatch services being provided to the GCSO and TATPD law enforcement agencies.
- b. TPPD will supply dispatching, telephone answering and paging services to the GCSO through its two-way radio communication dispatch center located at the Payson Police Department Dispatch Center. The TPPD's obligation to provide dispatch services is expressly limited to the continuation of Dispatch allocated line item (as budgeted by the County's Board of Supervisors), and the ability to employ Dispatchers. If the County Board of Supervisors reduces the allotment of Dispatch expense allocation, such reduction shall be allocated in a manner that complies with Section 3.a of this Intergovernmental Agreement.  
The Parties agree that any Gila County semi-annual COLA personnel raises or merit salary increases will be incorporated into the amount of reimbursement to the Town payment schedule herein. The annual increases will be determined by the Board of Supervisors and incorporated into the reimbursement amount.
- c. The GCSO shall provide the TPPD with the phone numbers required for dispatching, answering and paging services. When a telephone call arrives at the dispatch center, the TPPD shall contact the GCSO for emergency law enforcement, fire, or medical services. The TPPD shall provide these

services twenty-four hours per day, seven days a week.

- d. During a call, TPPD shall receive and log all communication from the Gila County Sheriff's Office personnel.
- e. TPPD will provide centralized dispatch services which includes law enforcement information from the NCIC/ACJIS system (in conformance with NCIC/ACJIS guidelines) and local jurisdictions, including Gila County and other local jurisdictions.
- f. TPPD will provide centralized dispatch services to the GCSO which includes law enforcement information for the enforcement of the County's civil and criminal law and ordinance code.
- g. TPPD will provide 911 dispatch services to the GCSO within and without the Town limits and will dispatch 911 calls made to the GCSO and Town of Payson Fire Department.
- h. TPPD and the GCSO agree to maintain their own separate warrant information file. The Parties agree to share the warrant information maintained by each Party.
- i. The GCSO will maintain current MSAG/911 addresses and TPPD will use its GEO file addressing and mapping for the Town and the Parties agree to share same.
- j. TPPD will provide training to the GCSO regarding the use of the dispatch services in a manner consistent with the training being provided to the Payson Police Department law enforcement officers.

4. **Compensation**

In consideration for providing the agreed upon centralized dispatch services, Gila County agrees to pay the Town of Payson an annual amount of \$279,000.00.

5. **Billing**

- A. Town of Payson will invoice Gila County an amount of \$279,000.00, in twelve monthly payments in the amount of \$23,250.00 to be invoiced on the last day of each month, due on the fifteenth (15<sup>th</sup>) day of that month for dispatch services, provided under this Intergovernmental Agreement, and the same day of each succeeding month thereafter for the term of this IGA.
- B. In the event Gila County fails to pay any payment required hereunder, the TPPD may cease to provide dispatch services to the GCSO or terminate this Intergovernmental Agreement after giving thirty (30) days notice of its intention to terminate or cease providing services.

6. **Obligations**

TPPD shall have no obligation to provide dispatch and training services pursuant to this Intergovernmental Agreement after its expiration, termination or non-renewal. In such event, the Gila County shall have no further obligation to the Town of Payson, except for the payment to the Town of any amounts then owing.

7. **Indemnification**

To the fullest extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party and the other Party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Agreement, to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent or willful acts or omissions of the indemnifying party.

8. **Termination**

- A. This Intergovernmental Agreement may be terminated by either Party for any reason by providing at least 180 days written notice to the other party.
- B. Either Party may terminate this Intergovernmental Agreement for a material breach *provided that* the non-breaching Party provides at least thirty (30) days written notice to the other Party of its intent to terminate the Intergovernmental Agreement, *via* hand- delivery or certified mail, return receipt requested, and allows at least twenty (20) days from the date of receipt of the notice to cure the alleged breach.
- C. Upon Termination of this Agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.

9. Notices and Contact List

All notices or demands upon any party to this Intergovernmental Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

**Town of Payson (TPPD)**

LaRon Garrett  
Attn: Town Manager  
303 N. Beeline Hwy.  
Payson, Arizona 85541  
(928) 472-5041  
[LGarrett@paysonaz.gov](mailto:LGarrett@paysonaz.gov)

Don Engler  
Chief of Police  
303 N. Beeline Hwy.  
Payson, Arizona 85541  
(928) 472-5053  
[DEngler@paysonaz.gov](mailto:DEngler@paysonaz.gov)

**Gila County (GCSO)**

Don E. McDaniel, Jr.  
County Manager  
1400 E. Ash Street  
Globe, Arizona 85501  
(928) 402-4344  
[dmcdaniel@co.gila.az.us](mailto:dmcdaniel@co.gila.az.us)

J. Adam Shepherd  
Gila County Sheriff  
1100 E. South St.  
Globe, Arizona 85501  
(928) 425-4449  
[ashepherd@gilacountyaz.gov](mailto:ashepherd@gilacountyaz.gov)

10. **Non-Discrimination**

The Parties to this agreement shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties and responsibilities pursuant to this Intergovernmental Agreement.

11. **Compliance with A.R.S. § 41-4404**

The Parties warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in the performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. The Parties retain the right to inspect the papers of the respective Party and its subcontractors to ensure the Town and the County and/or their subcontractors are complying with this warranty.

12. **No Third Party Beneficiaries**

Nothing in this Intergovernmental Agreement is intended to create duties, obligations to, rights or remedies in third parties not Parties to this Intergovernmental Agreement.

13. **Standard of Care**

Nothing in this Intergovernmental Agreement is intended to affect the legal liability of either Party to the Intergovernmental Agreement by imposing any standard of care different from the standard of care imposed by applicable law.

14. **Jurisdiction**

Nothing in this Intergovernmental Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

15. **Conflict of Interest**

This Intergovernmental Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

16. **Severability**

If any provision of this Intergovernmental Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

17. **Assignment**

It is hereby agreed by the Parties that there will be no assignment or transfer of this Intergovernmental Agreement, nor of any interest in this Intergovernmental Agreement.

18. **Entire Agreement**

This document constitutes the entire Intergovernmental Agreement between the

Parties pertaining to the subject matter hereof. This Intergovernmental Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Intergovernmental Agreement has been executed.

*IN WITNESS WHEREOF*, three (3) identical counterparts of this Intergovernmental Agreement each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

**GILA COUNTY BOARD OF SUPERVISORS**

**TOWN OF PAYSON**

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

\_\_\_\_\_  
Kenny J. Evans, Mayor

\_\_\_\_\_  
Adam Shepherd, Gila County Sheriff

\_\_\_\_\_  
Don Engler, Public Safety Director

ATTEST:

ATTEST:

\_\_\_\_\_  
Marian E. Sheppard, Clerk of the Board

\_\_\_\_\_  
Silvia Smith, Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the TOWN OF PAYSON, on behalf of the Payson Police Department and GILA COUNTY, on behalf of the Gila County Sheriff's office, an agreement among public agencies in accordance with the requirements of A. R. S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Payson under the laws of the State of Arizona.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hector M. Figueroa, Payson Town Attorney

\_\_\_\_\_  
Date

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Deputy County Attorney acknowledges that he has reviewed the above Intergovernmental Agreement on behalf of the Gila County Sheriff's Office and has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff Dalton, Deputy County Attorney  
for Bradley D. Beauchamp, County Attorney

\_\_\_\_\_  
Date