



Town of Payson  
303 N. Beeline Highway  
Payson, Arizona, 85541-4306

Town Hall	(928) 474-5242
Police Dept.	(928) 474-5177
Water Dept.	(928) 474-5242
TDD	(928) 472-6449
Fax	(928) 474-4610

August 26, 2011

John R. Armer, Sheriff  
Gila County Sheriff's Office  
P O Box 311  
Globe, AZ 85502

Dear Sheriff Armer:

Enclosed are two original contracts for the 2011 Byrne Justice Assistance Grant Program Award. Please have the documents signed and send a fully executed, signed original back to our office and keep one for your records.

Also attached is letter from Police Chief Don Engler.

I have enclosed a self-addressed envelope for your convenience.

If you have any questions do not hesitate to contact me.

Sincerely,

Silvia Smith, CPM, MMC  
Town Clerk  
Town of Payson  
928-474-5242 ext. 2240  
[ssmith@paysonaz.gov](mailto:ssmith@paysonaz.gov)



# ***COUNCIL DECISION REQUEST***

Acct: Budget: Available: Expense: Remaining:  
Acct: Budget: Available: Expense: Remaining:

BA: \_\_\_\_\_ Date: \_\_\_\_\_

THE STATE OF Arizona

COUNTY OF Gila

**INTERLOCK AGREEMENT  
BETWEEN THE TOWN OF Payson, AZ AND COUNTY OF Gila, AZ**

**2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 4th day of August, 2011, by and between The COUNTY of Gila, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the TOWN of Payson, acting by and through its governing body, the TOWN Council, hereinafter referred to as TOWN, both of Gila County, State of Arizona, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of the Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**NOW THEREFORE**, the COUNTY and TOWN agree as follows:

**Section 1**

The Town of Payson acknowledges that they have been identified as a disparate community and must enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of grant funds within Gila County, Arizona.

**Section 2**

It has been agreed that the disparate jurisdictions of the Town of Payson and the Gila County Sheriff's Office within Gila County agree that it is acceptable for the Town of Payson Police Department be allowed to accept funds in the amount of \$12,361.00 from the Department of Justice under the FY11 Edward Byrne Memorial Justice Assistance Grant Program.

**Section 3**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against TOWN other than claims for which liability may be imposed by the Tort Claims Act.

Section 5

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

TOWN OF Payson, AZ

Donald B. Engler  
Town of Payson Police Chief

COUNTY OF Gila, AZ

John R. Armer  
Gila County Sheriff

APPROVED AS TO FORM:

[Signature]  
Town Attorney

APPROVED AS TO FORM:

[Signature]  
for County Attorney

Contract Authorization

COUNTY MANAGER

Don E. McDaniel Jr. 11/27/11  
Don E. McDaniel Jr.