Gila County, AZ
Linda Haught Ortega, Recorder
03/18/2005
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GILA CO BOS MARIAN SHEPPARD

2005-004376
Page: 1 of 4
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Gila County, AZ AG

When recorded deliver to:

Marian Sheppard, BOS

CAPTION HEADING:

Agreement For Process Serving Services
Between
Gila County and Town of Payson

DO NOT REMOVE

This is part of the official document

AGREEMENT FOR PROCESS SERVING SERVICES

This Agreement for Process Serving Services (the "Agreement") is entered into by and between the Town of Payson, a municipal corporation of the State of Arizona (the "Town"), and Gila County, a political subdivision of the State of Arizona (the "County").

RECITALS

WHEREAS, the Constable for the Payson Regional Justice Court, provides services as a process server for the area served by the Payson Regional Justice Court; and

WHEREAS, Town currently contracts with the County to provide Magistrate Court services to the Town; and

WHEREAS, In addition to providing process serving services for the Payson Regional Justice Court, the Constable also provides such services for the Payson Magistrate Court and the Town; and

WHEREAS, The Parties desire to enter into an equitable Agreement for the purpose of providing additional compensation to County for such services and for the purpose of continuing such services to the Town

AGREEMENT

Pursuant to A.R.S. § 11-952 and pursuant to the terms and conditions herein set forth, the Parties do hereby covenant and agree as follows:

1. County shall provide process serving services for the Payson Magistrate Court and for the Town through the Constable for the Payson Regional Justice Court Precinct.

2. Town shall pay to County the sum of Five Hundred Forty One and 67/100 Dollars ($541.67) per month through June, 2005. Thereafter, beginning in July, 2005, the Town shall pay the County the sum of Eight Hundred Seventy Five Dollars ($875.00) per month. The County understands and acknowledges that neither it nor the Constable for the Payson Regional Justice Court Precinct will receive any additional compensation, benefits or any other form of remuneration from the Town through this Agreement or otherwise. The Town shall have no other financial or contractual obligation except as herein set forth.

3. Nothing herein creates, nor shall be deemed or construed to create, any employment relationship between the Town and the Constable or any other person.

4. All notices sent by either party to this Agreement to the other party shall be sent to the addresses as follows:

Secretary
Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

Town Manager
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541

5. The term of this Agreement shall begin on the date last signed and shall terminate on June 30, 2005, at which time the Agreement shall automatically be renewed for up to nine one year extensions unless either party notifies the other party in writing of its intent to not renew the Agreement 30 days prior to expiration of the current term of the Agreement. Alternatively, this Agreement may be terminated by either party upon the giving of thirty (30) days advance notice in writing of intent to so terminate this Agreement. All notices of intent to terminate or not renew shall be either hand delivered or shall be mailed by First Class, United States Mail to the business addresses of the respective parties and shall be effective as of their date of delivery or, in the case of mailing, upon their date of receipt.

6. 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 provided herein. 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.

7. This Agreement and its existence are hereby made specifically subject to the provisions of A.R.S. § 38-511, and this Agreement may be canceled in conformity therewith.

8. The County shall indemnify and hold the Town, its officers, agents, employees and assigns, and the spouses of same, harmless from and against any claim, suit or loss arising in any way from or out of the services rendered hereunder by the County's officials, agents, employers and assigns. The Town shall indemnify and hold the County, its officers, agents, employees and assigns, and the spouses of same, harmless from and against any claim, suit or loss arising in any way from or out of the services rendered hereunder by the Town's officials, agents, employers and assigns. All rights of indemnification under this Agreement shall include the actual cost of defense of any claim, suit or loss hereunder.

9. The Town shall use its best efforts to fund its financial obligations under this Agreement at each budget year. In the event that the Town does not budget sufficient funds with which to perform its obligations under this Agreement during any fiscal year, then the Town may terminate and cancel this agreement at such time.

10. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. 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, with the written consent of both Parties 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) shall be entered in the Superior Court of Gila County, Arizona, or any such dispute, controversy, claim or cause of action may be mediated or may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona. Both Parties consent in advance to such venue and jurisdiction and waive any right that Gila County is an inconvenient forum or improper forum based upon lack of venue. Neither Party shall be entitled to recover any of its attorneys' fees, costs or expert witness fees from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees, costs and/or expert witness fees, whether the same is resolved through arbitration, litigation in a court or otherwise.

11. By execution of this Agreement, the County and the Town each respectively represent that this Agreement and contract has been specifically approved by their respective governing bodies.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

DATED this 15 day of March, 2005.

COUNTY OF GILA:

By _____
Supervisor

APPROVED AS TO FORM:

_____
for Daisy Flores, Gila County Attorney

ATTEST:

_____
Clerk of the Board of Supervisors

TOWN OF PAYSON:

By Barbara G. Brewer
Barbara G. Brewer, Mayor

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

ATTEST:

_____
Silvia Smith, Town Clerk