

When recorded,  
return to:  
Marian Sheppard, BOS  
(4/7/09 #4)



**INTERGOVERNMENTAL AGREEMENT  
TOWN OF STAR VALLEY/GILA COUNTY  
LAW ENFORCEMENT SERVICES**



THIS AGREEMENT, entered into this 7<sup>th</sup> day of April, 2009, by and between the TOWN OF STAR VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and GILA COUNTY, a political subdivision of the State of Arizona (hereinafter the "COUNTY");

**RECITALS**

**WHEREAS**, the COUNTY, through the Gila County Sheriff's Office (hereinafter, the "Sheriff's Office"), provides law enforcement services primarily in the unincorporated areas of Gila County including the areas surrounding the corporate boundaries of the TOWN.

**WHEREAS**, the TOWN wishes to provide for law enforcement services in order to protect persons and property within its municipal boundaries; and

**WHEREAS**, the parties have determined that an Agreement whereby the Sheriff's Office provides law enforcement services within the TOWN's corporate limits will allow the TOWN to better protect persons and property within its municipal boundaries in a cost-effective manner; and

**WHEREAS**, the parties are authorized pursuant to ARS §11-952, to enter into agreements for joint or cooperative action

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

1. **Law Enforcement Services.** For the consideration to be paid by the TOWN as specified herein, the COUNTY, through its Sheriff's Office, agrees to the following:
  - a. To furnish law enforcement services commensurate with the level as was historically provided to the TOWN prior to its incorporation, during the initial term of this Agreement and any renewals thereof for the purpose of providing the law enforcement services as described herein.
  - b. To provide the subject services in accord with the additional terms and conditions as specified in Attachment 2 to this Agreement.
  - c. To be responsible, except as expressly provided herein, for all payment of all costs of providing law enforcement services pursuant to this Agreement including, but not limited to cost for personnel salaries/benefits, support/administrative services, capital equipment and facilities, supplies and vehicle operating costs.
2. **Service Standards.** With respect to the COUNTY's obligation to provide law enforcement services pursuant to this Agreement, the parties understand and agree:



- a. That the COUNTY's obligation to provide law enforcement services is expressly limited to the continuation of Deputy Sheriff positions (as allotted by the COUNTY'S Board of Supervisors), and the ability to employ Deputy Sheriffs. The deployment of personnel in the manner provided herein is subject to the additional terms and conditions as set forth in Attachment 2 to this Agreement;
- b. That, by agreeing to provide law enforcement services, the COUNTY does not warrant or guarantee a specific response time for calls originating from within the TOWN's corporate limits;
- c. That officers assigned to patrol areas pursuant to this Agreement may, at times, be required to respond to higher-priority calls originating outside the TOWN's corporate limits and may, under those circumstances, be required to delay response to calls originating from within the TOWN's corporate limits (however, any calls originating in the TOWN's corporate limits will be included in determining call priority);
- d. That the COUNTY will not participate in any way with the TOWN's Photo Enforcement Program;
- e. And, that the COUNTY will not provide services for the enforcement of the TOWN's adopted codes except for occasions when there is concern for the safety of a TOWN official; in such cases, a request may be made for accompaniment by a Sheriff's Office deputy to preserve the peace.

### 3. Payment for Services.

- a. In consideration for the COUNTY's agreement to provide law enforcement services as described herein and the Ancillary and Support Services as set forth in Attachment 2, the TOWN agrees to pay the annual sum of three hundred eighty three thousand, two hundred seventy three dollars (\$383,273). The cost is calculated as shown on the attached Law Enforcement Contract Proposal Worksheet (the cost may require an increase in subsequent renewals to reflect increases in the Sheriff's costs, as outlined in the Worksheet, and shall be subject to annual review). Payment shall be made in 2 equal installments of one hundred ninety one thousand, six hundred thirty six dollars and fifty cents (\$191,636.50), with each installment to be due and payable no later than the last day of the second and fourth fiscal quarter (December 2009, June 2010).
- b. In addition to the contract costs outlined above, the TOWN agrees to pay actual costs incurred in response to any single major criminal investigation or other unforeseen unplanned event by Sheriff's Office personnel in excess of a total initial deployment of one hundred (100) man-hours. These costs will be billed in accordance with the rates as listed on the attached Law Enforcement Contract Proposal Worksheet, and will be due and payable on the next regularly scheduled bi-quarterly installment



payment date.

- c. The cost of additional personnel requested by TOWN leadership for planned events shall be negotiated at the time requested.
  
4. **Term of Agreement; Renewals.** The term of this agreement shall commence on July 1, 2009 and shall terminate on June 30, 2010. It shall, thereafter be deemed renewed for up to five (5) successive one-year terms unless written notice of intent not to renew is given by either party to the other party no less than one (1) year prior to the expiration of the then-current term.
  
5. **Indemnification and Insurance.** The COUNTY shall save, hold harmless and indemnify the TOWN, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the COUNTY, its officers, employees or agents pursuant to this Agreement. The COUNTY shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the TOWN from claims, damages or other losses as described in this Section.  
  
Additionally, The TOWN shall save, hold harmless and indemnify the COUNTY, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the TOWN, its officers, employees or agents pursuant to this Agreement. The TOWN shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the COUNTY from claims, damages or other losses as described in this Section
  
6. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
  
7. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
  
8. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by either Party, the Party claiming breach shall provide written notice to the other Party; said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of receipt of notice, the Party claiming breach may terminate this Agreement without further notice.
  
9. **Disputes; Trial by Court.** The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
  
10. **Disputes; Attorney Fees.** The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of



attorney's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

11. **Entire Agreement.** This Intergovernmental Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by a written instrument signed by the authorized agents of the parties hereto.
12. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Star Valley:                      Town of Star Valley  
    Town Manager  
    HC 5 Box 49-90  
    Star Valley, AZ 85541

Gila County:                      Gila County  
    County Administrator  
    1400 E. Ash  
    Globe, AZ 85501

With copy to:                      Gila County Sheriff's Office  
    P.O. Box 311  
    Globe, AZ 85502

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

13. **Recording.** This Agreement shall be recorded in the Office of the Gila County Recorder upon its proper approval and execution by the authorized representatives of both parties, pursuant to ARS §11-952(G), and shall become effective upon such recordation.
14. **Conflict of Interest.** This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

(Approvals begin on next page)



**APPROVALS**

Town of Star Valley

[Signature] 3-17-09  
Mayor Date

ATTEST:

[Signature] 3-17-09  
Town Clerk Date

Gila County

[Signature] 4/7/09  
Shirley Dawson Date  
Chairman of the Board

ATTEST:

[Signature] 4-7-09  
Marian Sheppard Date  
Chief Deputy Clerk of the Board



ACCEPTANCE AND CONCURRENCE

[Signature] 3-30-09  
John R. Armer, Sheriff Date



**Town of Star Valley  
 Gila County Sheriff's Office  
 Law Enforcement Contract Proposal Worksheet**  
 For Gila County Fiscal Year 2009-2010

Total Number of Patrol Beats to be Provided 0.50

<b>Personnel Services</b>						
Classifications	Number of Personnel	Average Hourly Rate	Average Hourly with ERE	Annual Hours	Annualized costs pre-ERE	Annualized costs w/ ERE
Patrol Deputies	2.50	\$18.88	\$25.10	2080	\$98,158.67	\$130,538
Detectives	0.41	\$22.92	\$30.48	2080	\$19,505.91	\$25,940
Sergeants	0.63	\$22.71	\$30.21	2080	\$29,528.91	\$39,269
Lieutenant	0.17	\$31.57	\$41.98	2080	\$10,944.27	\$14,554
<b>Total Staff Costs</b>					<b>\$158,138</b>	<b>\$210,302</b>
<b>Manpower Allocation Factor</b>						
24 hour / 7 day post	5.00 FTE Employees		0.66 Detectives		1 Beat	
8 hour / 7 day post	1.75 FTE Employees		1.00 Sergeant for		4 Deputies	
8 hour / 5 day post	1.24 FTE Employees		1.00 Lieutenant for		15 Deputies/Sgt's	
<b>FTE Staffing Requirements</b>						
Special Pay	FY 2007 Deputy/Dispatch OT Hrs.	Avg. Sal. All	Pre-ERE Total	Annual w/ERE		
Overtime	10,744	\$ 19.70	\$17,634	\$23,450		
<b>Total Personnel Services</b>						<b>\$233,752</b>
<b>Administration</b>						
Administration Cost Administration Cost includes General Services/Administrative salaries minus a jail operation factor of 0.38 Sheriff's Salary omitted						
Administration Cost	Total Salaries	Per Beat	Total pre-ERE			
	\$358,866	\$59,811	\$29,906			
<b>Total Administration Cost</b>						<b>\$39,770</b>
<b>Supplies, Services, Rent and Maintenance</b>						
Supplies Supply cost is based on total Field Services/Administrative supply and maintenance (jail removed)						
Uniform Allowance Uniform allowance is based on \$600.00 times patrol deputies, detectives and sergeants						
Total cost for Supplies	\$85,635					
Per Beat	\$14,273					
Uniform Allowance/Deputy	\$600					
Total FTE's (P,D,S)	3.53					
Uniform Allowance Total	\$2,121					
<b>Total Supply Costs</b>						<b>\$9,257</b>
<b>Vehicle Costs</b>						
Vehicle and Equipment Based on full mileage rate charged by the Gila County Shop multiplied by number of estimated miles						
	Per Mile Shop Rate	Estimated Annual Miles				
Mileage (Shop) Rate	\$0.585	82,188				
			Pre-Admin Cost			
			\$24,040	\$24,040		
<b>Total Vehicle and Equipment Costs</b>						<b>\$24,040</b>
<b>Communications</b>						
Communications Based on the amount of paid dispatch positions (Minus Grant Funded)						
Communications Salaries	Total Salaries	Per Beat	Total pre-ERE	Total W/ERE		
	\$268,986	\$44,830.93	\$22,415			
<b>Total Communications Costs</b>						<b>\$29,810</b>
<b>Total Administration, Supplies, and Communication</b>						<b>\$102,876</b>
<b>Gila County Applied Administrative Overhead Actual Costs</b>						
<i>(Ins./Acc. 18.5% applied to pre-Adm Salaries and Vehicles)</i>						
			Pre-Adm Sal/Veh	\$252,132		
				\$46,644		
<b>Total Contract Costs</b>						<b>\$383,273</b>

Revised March 5, 2009

THE RECORDER CANNOT  
 GUARANTEE THAT THIS  
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 SATISFACTORILY



**DETERMINATIONS OF COUNSEL**

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Star Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Star Valley.

Timothy Grier  
Town Attorney

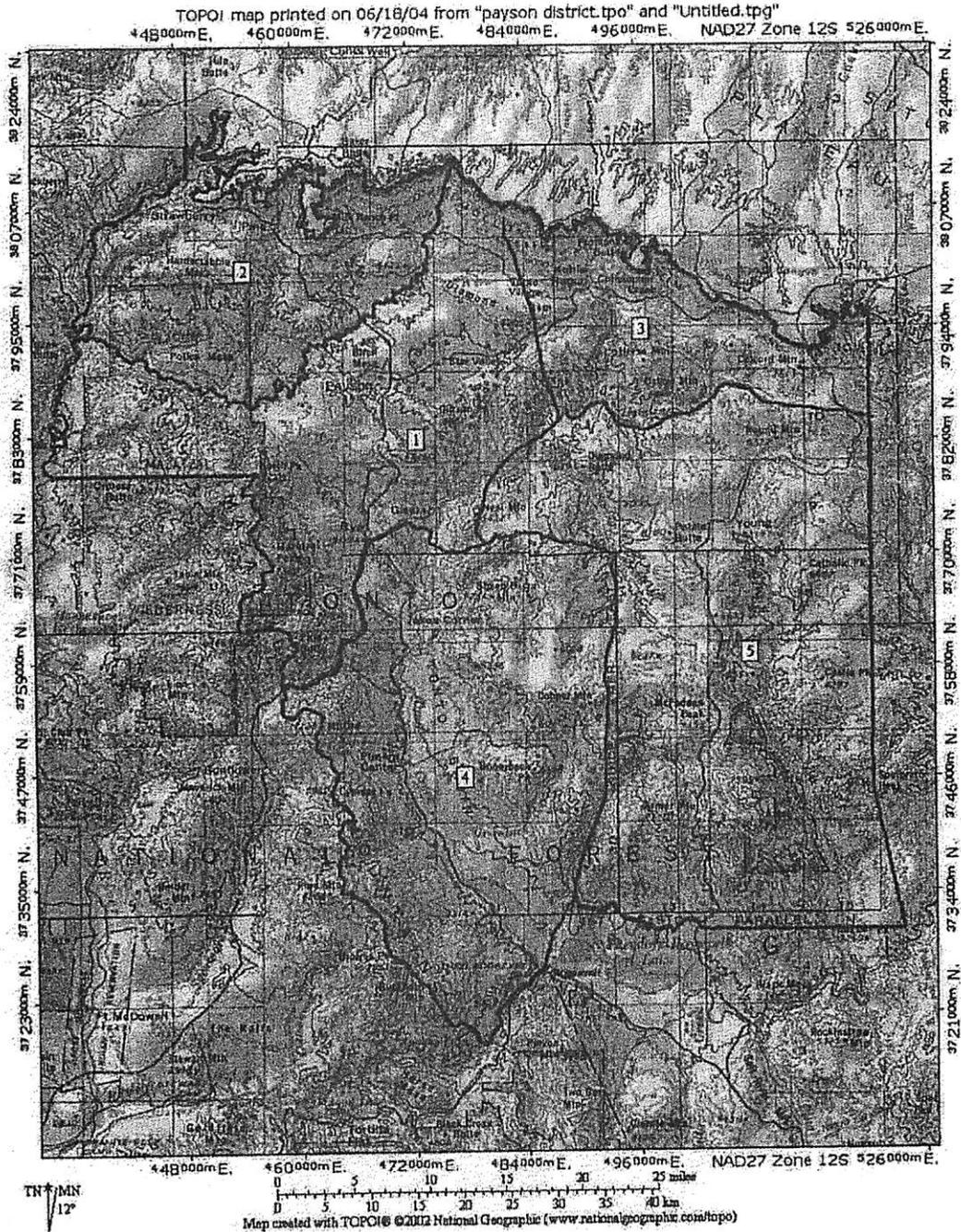
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the County of Gila.

Bryan Chambers  
Deputy County Attorney



ATTACHMENT 1

Gila County Sheriff's Office - Northern District Patrol Zone Map



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ATTACHMENT 1

Gila County Sheriff's Office - Northern District Patrol Zone Map



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**ATTACHMENT 2**

**STAR VALLEY/GILA COUNTY IGA  
SCOPE OF SERVICE**

**1. Ancillary Services**

In addition to the Sheriff's Patrol Services as specified in Section 1 of this Agreement, the County through the Gila County Sheriff's Office shall provide the following ancillary services:

- Canine unit (as available)
- Special Response Units (as provided through mutual aid agreements with other agencies)
- Mobile command post availability
- Animal Control Services (only as provided by state statute and county ordinances as applicable)
- Search and Rescue Services

It is understood that the specified ancillary services shall be provided at the levels which have been provided to Sheriff's Office Patrol Area 1 prior to the TOWN's incorporation and are not subject to enhancement unless expressly provided herein.

**2. Support Services.**

In addition to the Sheriff's Patrol Service and Ancillary Services as provided in this Agreement or attachments thereto, the County, through the Gila County Sheriff's Office shall provide the following support services as needed to support the Patrol and Ancillary services at the levels specified herein:

- First-line and command level supervision, including administrative oversight.
- Crime investigations
- Dispatch services.
- Clerical services and supplies (with respect to records kept on law enforcement incidents occurring in the TOWN via the Sheriff's Office's computer database).
- Patrol vehicles to include payment of all costs of operation.

Thomas H. Melcher  
Chief Deputy



*IGA Sheriff*  
James A. Eskew  
Jail Commander

Office of  
Sheriff of Gila County  
John R. Armer

Honorable Shirley Dawson, Chairperson  
Gila County Board of Supervisors  
1400 East Ash Street  
Globe, Arizona 85501

The attached law enforcement contract with the town of Star Valley has been approved and signed by counsel, Star Valley officials and myself. I have calculated the Sheriff's Office costs to service this contract as follows:

2 Deputy Sheriff positions w/ERE	\$ 104,430	8410 / 8420 Grade 42
1 Detective position w/ERE	63,268	8447 Grade 42
Overtime w/ERE	23,450	
Additional S.O. Administrations costs	39,770	
Supplies/Services	9,257	
Vehicle costs (shop rate for fleet units)	24,040	
Communications/Dispatch Service	29,810	
<b>Total Sheriff's Office costs</b>	<b>\$ 294,025</b>	

*[Handwritten scribbles and initials]*  
NO

Subtracting this figure from the contract amount leaves a residual of \$ 89,248 to cover other county expenses.

To fulfill the county and Sheriff's Office obligations under this contract, the Sheriff's Office FY 2010 budget will need to be increased by \$294,025, with an increase of the (3)stated positions and (3) vehicles (2 marked patrol units and 1 unmarked detective unit).

*108713*

*John R. Armer*  
John R. Armer  
Gila County Sheriff

cc: Steve Besich County Manager  
Marian Sheppard Deputy Clerk/BOS

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674  
108 Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614