RESOLUTION 95-322

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA TO ENTER INTO AN AGREEMENT WITH THE TRUXTON CANON AGENCY, BUREAU OF INDIAN AFFAIRS, FOR TELEPHONE DISPATCHING SERVICES.

WHEREAS, the Agency needs telephone dispatch services during certain hours and on certain days; and

WHEREAS, the Marshal's Office of the Town of Camp Verde is able to provide said dispatch services for the Agency; and

WHEREAS, the authority of the parties for the services described herein is contained in ARS sections 9-240.7(a) and 48-805.8.8.

NOW, THEREFORE, be it resolved by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona:

Section 1. The Town shall enter into the proposed intergovernmental agreement with the Truxton Canon Agency, Bureau of Indian Affairs, dated June 21, 1995.

Section 2. This resolution is made pursuant to the requirements of ARS Section 11-952.H to file and effect the provisions of the agreement.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona this 21st day of June, 1995.

Carter Rogers, Mayor

ATTEST:

Dane Bullard, Town Clerk

APPROVED AS TO FORM:

Ronald Ramsey, Town Attorney

DISPATCH AGREEMENT

THIS AGREEMENT entered into this 21st day of June, 1995 by and between the Truxton Canon Agency, Bureau of Indian Affairs, hereinafter "Agency", and the Camp Verde Marshal's Office, Town of Camp Verde, hereinafter "Town".

WITNESSTH

WHEREAS, the Town has authority to establish and regulate police for the Town pursuant to ARS 9-240.B.12, and

WHEREAS, the Town and the Agency are "public agencies" for purposes of ARS 11-952, and are authorized under ARS 13-3873 to execute mutual aid agreements for law enforcement activities, and

WHEREAS, the Agency needs telephone and radio dispatching services during certain times that the Town is able to provide.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

- 1. <u>Dispatching Service</u>: The Town will provide radio and telephone dispatching services to the agency, through the Marshal's Office, twenty-four (24) hours per day, seven (7) days per week, using telephone numbers and priorities supplied and updated by the Agency. The Town will not be responsible for response time by the Agency after initial notification.
- 2. ACJIS Information: The Agency shall have access to ACJIS computer information and printouts, and shall hold the Town harmless for any unauthorized or wrongful dissemination of the information.
- 3. <u>Payment:</u> The Agency shall budget and pay the Town the sum of TWENTY-EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$28,840.00) per year for the dispatching services, payable quarterly at SEVEN THOUSAND TWO HUNDRED TEN DOLLARS (\$7,210.00) per quarter.
- 4. <u>Personnel:</u> Standards of performance, discipline of officers and other matters incident to the provision of dispatch services shall be the responsibility of the Town and Marshal's Office. The Agency shall not be liable for payment of any salaries, wages, taxes, benefits, or other compensation of any officer or employee of the Town.

5. Term: The initial term of this agreement shall be for one (1) year, October 1, 1995 through September 30, 1996, and may be extended or renewed by the parties continuing to provide services and payment as mutually agreed. The agreement may terminate prior to the expiration of the initial term by either party giving sixty (60) days written notice. Upon termination, any equipment and supplies shall remain the property of the party which supplied it. The agreement shall not become effective until it is signed, authorized by any necessary resolution, and filed pursuant to ARS 11-0952.

TOWN OF CAMP VERDE

Town Marshal

Agency Superintendent TRUXTON CANON AGENCY Bureau of Indian Affairs

APPROVED AS TO FORM:

Ronald C. Ramsey, Town Attorney