

RESOLUTION 2002-521

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND THE YAVAPAI-APACHE NATION FOR LAW ENFORCEMENT DISPATCHING SERVICES

Whereas, two or more public agencies as defined by ARS 11-951, including a municipality or an Indian tribe, may pursuant to ARS 11-952, through a written and recorded agreement contract for services, and

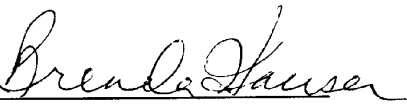
Whereas, it would be in the best interests of the Town of Camp Verde and the Yavapai-Apache Nation to consolidate law enforcement dispatching systems in their adjoining jurisdictions for economical operation and better response time, and

Whereas, compensation for said law enforcement dispatching services will be made by the Yavapai-Apache Nation to the Town of Camp Verde, and

Whereas, the Town of Camp Verde has facilities and equipment for providing said law enforcement dispatching services, and whereas; pursuant to ARS 9-240.B(12) the Town of Camp Verde has authority to enter into this agreement; and whereas pursuant to the Yavapai-Apache Nation Constitution, Article V, Section (0), the Yavapai-Apache Nation has authority to enter into this agreement;

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE AS FOLLOWS: to execute the intergovernmental agreement dated June 19, 2002, for provision of law enforcement dispatching services, with the Yavapai-Apache Nation, and participate according to the terms thereof, including any mutually acceptable amendments and extensions.

Passed , approved and adopted by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, on the 19th day of June, 2002;


Brenda Hauser, Mayor

Attest: 
Debbie Barber, Town Clerk

Approved as to form: 
Julie Kriegh, Town Attorney

INTERGOVERNMENTAL LAW ENFORCEMENT DISPATCHING AGREEMENT

This agreement is made pursuant to ARS 11-952 authorizing intergovernmental agreements between public agencies for purposes of contracting services, exercise of common powers, and mutual aid, by and between the Town of Camp Verde, Arizona, a municipal corporation, hereinafter called "TOWN", and Yavapai – Apache Nation, Arizona, hereinafter called "YAVAPAI".

WITNESSETH:

WHEREAS, it would be in the best interests of TOWN and YAVAPAI to consolidate law enforcement dispatching systems in their adjoining jurisdictions for economical operation and better response time; and

WHEREAS, TOWN has facilities and equipment for providing said law enforcement dispatching services, and whereas; pursuant to ARS 9-240.B(12) TOWN has authority to enter into this agreement: and whereas pursuant to the Yavapai – Apache Nation Constitution, Article V, Section (0), YAVAPAI has authority to enter into this agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Purpose. This Agreement is made to provide centralized and uniform dispatching of police on a twenty-four (24) hour basis in the areas of TOWN and YAVAPAI.
2. Service. TOWN agrees to relay or use its best efforts in attempting to relay messages received by the dispatch center of the Camp Verde Marshal's Office to

personnel of Yavapai – Apache Nation Police Department authorized to receive such messages. Messages shall be transmitted by radio – telephone first, and then by telephone or any other reasonable and appropriate method on a twenty four (24) hour basis. TOWN shall not be under a duty to send employees or equipment to the nation in response to any message received (excluding mutual aid required by state law). YAVAPAI shall at all times maintain a list at the TOWN dispatcher's office of Yavapai Personnel authorized to receive messages, their telephone numbers, and any preference as to order of calls.

3. Compensation. YAVAPAI will pay TOWN for such dispatcher services, the sum of **FOURTEEN THOUSAND FIVE HUNDRED DOLLARS** (\$14,500.00) per quarter. Finances by YAVAPAI for the payments required in this Agreement shall be provided from general budget procedures.
4. Indemnity. YAVAPAI will hold TOWN harmless from any and all claims for damages made by third parties arising from or relating to the dispatching services contemplated herein and will indemnify TOWN against any damages that may be paid or ordered paid to third parties, together with costs of the defense, including reasonable attorney's fees.
5. Communications Committee Representation. It is understood by both TOWN and YAVAPAI that YAVAPAI'S representative or alternate may bring communications concerns to the attention of TOWN directly to the Communications Supervisor, Marshal and/or Town Manager of Town.

6. Duration. This Agreement shall be for a period of three (3) years, commencing on July 1, 2002, or as soon thereafter as it has been approved and executed by both parties and expiring on June 30, 2005.
7. Cancellation. Notice is hereby given that this agreement is subject to cancellation pursuant to ARS 38-511, the pertinent provisions of which are incorporated by reference.
8. A copy of this Agreement shall be filed with the Yavapai County Recorder's Office following the approval and execution by both parties.

Town of Camp Verde

Brenda Hauser
BRENDA HAUSER, Mayor

ATTEST:

Debbie Barber 6-20-02
DEBBIE BARBER, Town Clerk

YAVAPAI-APACHE NATION

Aaron Russell
AARON RUSSELL, Yavapai - Apache Tribal
Chairman

ATTEST:

I certify that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency, board, or commission.

APPROVED AS TO CONTENT AND FORM:

Julie Kreigh
JULIE KREIGH, TOWN ATTORNEY

YAVAPAI - APACHE ATTORNEYS

DATE: 6-12-02

DATE: _____