



**NOTICE OF SPECIAL MEETING AND WORK SESSION
OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH
TUESDAY DECEMBER 7, 2021
4:00 P.M.**

Pursuant to A.R.S. § 38-431.02(B), notice is hereby given to the members of the Town Council and to the general public that the Town Council will hold a Special Meeting and Work Session which is open to the public on Tuesday, December 7, 2021 at the Mammoth Community Center located at 101 W. 5th Street, Mammoth, Arizona. The Town Council may hold an Executive Session, A.R.S. § 38-431.03(A)(3) and (4) for legal advice, which will not be open to the public, to discuss any Agenda items set forth below.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
 - A. Possible consideration to excuse Councilmember's from Meeting pursuant to Mammoth Town Code 2.04.3
4. SPECIAL MEETING AGENDA
 - A. SWEARING IN OF NEW VICE MAYOR ERNEST BUSTAMANTE
 - B. NEW BUSINESS
 - I. APPROVE COVID-19 LOCAL BUSINESS SUSTAINABILITY GRANT AWARDS FOR MAMMOTH BUSINESSES AND ISSUE CHECKS
 - a. La Casita - \$10,000
 - b. Las Michoacanas - \$10,000
 - c. Shear Expressions - \$10,000
 - d. Maria's Café - \$4,711.59
 - e. Mammoth Lumber - \$3,296.26
 - f. WC Industries - \$527.84
 - g. Mammoth Towing - \$10,000.00

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)

Motion: 1st _____ 2nd _____

Council Action: _____ Pass, _____ Defeated, _____ Tabled, _____ No Action

**II. DISCUSSION AND POSSIBLE ACTION TO APPROVE
EMERGENCY DECLARATION NO. 2021-01, MASK REQUIREMENTS
FOR INSIDE BUILDINGS OPEN TO THE PUBLIC AND 6 FEET SOCIAL
DISTANCING FOR ALL OUTSIDE AREAS OPEN TO THE PUBLIC.**

Motion is to approve Emergency Declaration No. 2021-01

Motion: 1st _____ 2nd _____

Council Action: _____ Pass, _____ Defeated, _____ Tabled, _____ No Action

III. ADJOURN THE SPECIAL COUNCIL MEETING

Motion is to adjourn the Special Council Meeting at _____ P.M.

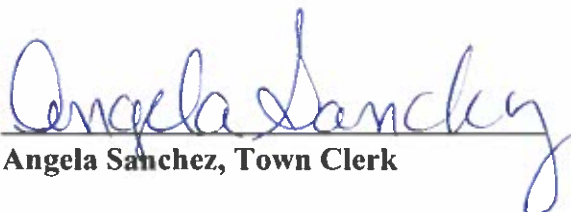
Motion: 1st _____ 2nd _____

Council Action: _____ Pass, _____ Defeated, _____ Tabled, _____ No Action

5. WORKSHOP AGENDA

- A. REVIEW CURRENT DISPATCH CENTER STAFFING AND FINANCIAL ISSUES**
- B. DISCUSS POSSIBLE ACTIONS TO RESOLVE THESE ISSUES**
- C. ADJOURN**

The undersigned hereby certifies that a copy of this notice was posted at the Mammoth Town Hall on December 2, 2021 by 5:00 p.m.


Angela Sanchez, Town Clerk

Copies of the agenda are available for public inspection at the Mammoth Town Hall and the Mammoth Public Library. Persons with disabilities needing accommodations should contact the Mammoth Town Hall coordinator at (520) 487-2331. If possible, such requests should be made 72 hours in advance.



Sustainability Program 2021

Awards 1st Distribution

La Casita	\$10,000.00
Las Michoacana's	\$10,000.00
Maria's Café	\$4,711.59
Shear Expressions	\$10,000.00
Mammoth Lumber	\$3,296.26
WC Industries	\$527.84
Mammoth Towing	\$10,000.00
Total	\$48,535.69
Total Program Grant	\$65,000.00
<i>Award Balance</i>	<i>\$16,464.31</i>

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)



EMERGENCY DECLARATION NO. 2021-01

DECLARATION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MAMMOTH, ARIZONA, DECLARING A TOWN STATE OF EMERGENCY

WHEREAS COVID-19 is a World Pandemic which has spread in the United States to 48,110,000 people and caused the deaths of 770,000 people;

WHEREAS in Arizona COVID-19 has spread to 1,027,000 people and caused the deaths of 22,350 people: and

WHEREAS, in Pinal County COVID-19 has spread to 53,021 people and caused the deaths of 901 people: and

WHEREAS, on November 26, 2021, the World Health Organization designated the COVID Virus variant B.1.1.529 a variant of concern, named Omicron; and

WHEREAS, due to an extreme health emergency and hazard an emergency now exists in the State of Arizona and the Town of Mammoth, the Pinal County Emergency Response and Recovery Plan is hereby activated and is in effect until further notice; and

WHEREAS, pursuant to Arizona Revised Statutes (ARS) §26-307 to proclaim that a local emergency exists and, thereafter, to impose all necessary regulations to preserve the peace and order of the Town; and

THEREFORE, BE IT RESOLVED, the by Mayor of Town of Mammoth hereby declares a local state of emergency for the Town of Mammoth.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND DECLARED AS
FOLLOWS:**

1. A local emergency exists in the Town of Mammoth, Arizona due to the COVID-19 outbreak which endangers life or property within the Town.

Handicapped individuals with special accessibility needs may contact the ADA Coordinator for the Town of Mammoth at (520) 487-2331 (V/TDD)

2. The Town of Mammoth Emergency Response and Recovery Plan is hereby implemented until further Order of the Mayor or Mammoth Town Council.
3. As a result of said emergency the Mayor and Town Council hereby impose the following regulations to preserve the peace and order of the Town:
 - a. Closing public access to the Town Hall, Police Department and Community Center, Library and other Town properties unless the person wishing to enter Town Buildings and properties is wearing a mask until further notice; and
 - b. Closing public access to the following public facilities inside designated public parks and recreation areas: unless the person is wearing a mask:
 - * Restrooms
 - * Playgrounds
 - * Pools
 - * skate/bike parks

4. These emergency regulations shall remain in full force and effect until such time as the emergency declared herein abates and is withdrawn, or a subsequent Proclamation is issued with amendments.

5. In accordance with ARS §26-307(B), this Proclamation shall be effective when a copy thereof is filed in the office of the Town Clerk. Existing laws, ordinances, orders, rules, and regulations in conflict with the same are hereby suspended during the time and to the extent that they conflict.

IT IS PROCLAIMED AND ORDERED that in order to flatten the curve of the spread of the COVID-19 virus, keep our hospitals from becoming overwhelmed, and maximize available funding, as follows:

1. Public gathering places, such as bars, clubs, libraries, gyms, and other places where groups in excess of ten (10) congregate, are asked to take measures to implement social distancing; and
2. All restaurants, food courts, cafes, coffeehouses, retail food facilities, and other similar businesses and establishments are asked to take measures to implement social distancing, and increase the use of delivery service, window service, drive-through service, or drive-up service, and to use precautions in doing so to mitigate the potential transmission of COVID-19, including social distancing; and
3. Members of the public are urged to
 - a. use social distancing and avoid groups of ten or more people.
 - b. avoid contact with those with elevated risks associated with COVID-19; and

- c. stay home and contact your medical provider if you or others in your household feel sick; and
- d. stay home and away from other people if you are an older person and/or you have a serious underlying condition that can put you at increased risk (for example, a condition that impairs your lung or heart function or weakens your immune system); and
- e. practice good personal hygiene, such as regularly washing your hands, avoid touching your face, sneezing into a tissue or the inside of your elbow, and frequently disinfecting.

IT IS FURTHER DELCARED THIS EMERGENCY DECLARATION shall remain in effect until Further Order of the Mayor and Town Council of Mammoth Arizona.

DECLARED AS AN EMERGENCY MEASURE BY THE MAYOR OF THE TOWN OF MAMMOTH, ARIZONA this ____ day of December 2021.

TOWN OF MAMMOTH

PATRICIA "PATSY" ARMENTA, MAYOR

ATTEST:

ANGELA SANCHEZ, TOWN CLERK

APPROVED AS TO FORM:

STEPHEN R. COOPER, TOWN ATTORNEY

FW: Deputy Coverage Cost



From John Schempf <j.schempf@townofmammoth.us>
To <h.mueller@townofmammoth.us>
Reply-To <j.schempf@townofmammoth.us>
Date 2021-07-23 09:54

Interesting!

John Schempf
 Town of Mammoth, Town Manager
 PO Box 130
 Mammoth, AZ 85618
 j.schempf@townofmammoth.us
 (520) 487-2331

From: Matthew Thomas <matthew.thomas@pinal.gov>
Sent: Thursday, July 22, 2021 2:13 PM
To: j.schempf@townofmammoth.us
Cc: Mark Lamb <mark.lamb@pinal.gov>; a.sanchez@townofmammoth.us
Subject: Re: Deputy Coverage Cost

John, thank you for your patience on the dispatch piece. We gathered your stats to compile this, and used the same calculations we use for our other outside agency being dispatched by PCSO. Please see figures below and you will see that we used the cost per call, which covers direct and indirect costs, and gives you an idea of what the annual cost would be for 2018/2019/2020. Additionally, we have given you the average annual calls for those three years combined to give you somewhat of a baseline figure to work from. Please advise if there is anything else you might need. Thank you sir.

	2018	2019	2020	AVG (18-20)
COST PER CALL	1,523 CALLS	999 CALLS	1,038 CALLS	1,186 CALLS
\$20.19	\$30,749.37	\$20,169.81	\$20,957.22	\$23,958.80

Matthew Thomas
 Chief Deputy, Pinal County Sheriff's Office
 Office # 520-866-5133
 Email: matthew.thomas@pinal.gov

Mammoth Dispatch Budget Analysis 7/1/21 through 12/3/21

Dispatch	PR #	Pos	Type	Reg Hrs	Regular	OT Hrs	Overtime	Total Pay
Laura Medina	315	Lead Dispatcher	PT	710.25	\$11,351.32	89.5	\$2,063.06	\$13,414.38
Alondra Medina	323	Dispatcher	PT	768	\$11,092.03	53	\$1,113.00	\$12,205.03
Crystal Sanchez	307	Dispatcher	PT	774	\$11,036.71	10	\$210.00	\$11,246.71
Alicia Zazueta	320	Dispatcher	FT	927	\$13,321.02	135.25	\$2,840.25	\$16,161.27
Alexus Valenzuela	311	Dispatcher	NLE	593.75	\$8,541.90	8	\$168.00	\$8,709.90
Annalisa Villanueva	330	Dispatcher	NLE	179.5	\$2,760.57	29	\$609.00	\$3,369.57
Totals				3952.5	\$58,103.55	324.75	\$7,003.31	\$65,106.86
Budgeted Salaries					\$173,455.00		\$4,485.00	\$177,940.00
Budgeted Amount Remaining							-\$2,518.31	
Key	Note: Dispatch has exceeded the over-time budget by \$2,518.31 for the current budget year. Budgeted salaries does not include benefits and withholding for a total budget for dispatch of \$177,940.							
PT-Part-time								
FT- Full-Time								
NE- No Longer Employed								

Prepared by: A. Sanchez, Town Clerk



MEMORANDUM

TO: Mammoth Town Council
John Schempf, Town Manager
Chief Mueller, Police Department

FROM: A. Sanchez, Town Clerk *AS*

DATE: December 2, 2021

SUBJECT: Meetings Regarding Dispatch

On December 1, 2021, the Town Manager and I attended a phone meeting with the Kearny Town Manager, Kearny Town Clerk, and Kearny Chief of Police to discuss the possibility of the Town of Kearny dispatching for the Mammoth Fire District.

The Town of Kearny staff was very helpful and explained that they are in the position to dispatch for the Mammoth Fire District. They explained that after reviewing our call logs the cost would be similar to what the San Manuel Fire District pays which is \$8,000 annually.

Currently, the Mammoth Fire District pays \$6,000 annually to the Town of Mammoth for dispatch services. There would also possibly be a cost for any equipment, repeater, etc.

We also met with Marty Ponce and Juan Ponce of the Mammoth Fire District on December 2, 2021 to discuss the issues facing our police dispatch and how it would affect the services currently being provided by the Town of Mammoth.

As a result of that meeting, we have also asked the Town of Kearny for a quote for dispatch services for the Town of Mammoth police calls. They stated that they believe our systems are the same. If so, this would reduce the transition costs.

Thank you.

INTERGOVERNMENTAL AGREEMENT FOR FIRE DEPARTMENT DISPATCH SERVICES

This Intergovernmental Agreement ("Agreement") dated this 30th day of June 2021 is entered into between the Town of Kearny, an Arizona municipal corporation ("Kearny") and the San Manuel Fire District, an Arizona special purpose municipal corporation ("San Manuel"), for the purpose of providing fire department dispatching services for the San Manuel Fire Department.

Whereas, both parties are authorized by A.R.S. 11-952 to enter into this Agreement; and

Whereas, it is economically advantageous for San Manuel to contract with Kearny for the Kearny Public Safety Communications Center (the "Center") to provide 24-hour fire dispatch services to the San Manuel Fire Department within the incorporated limits of San Manuel (the "Dispatch Services") and to provide the San Manuel Fire Department with CAD call entry and recording retrievals (collectively, the "Services"); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kearny and San Manuel hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for Kearny to provide the Services to the San Manuel Fire Department.
2. **Term of Agreement.** This Agreement shall become effective after it has been (A) executed by both parties upon approval by San Manuel Town Council and Kearny Town Council and (B) filed with the Pinal County Recorder (the "Effective Date"), and as of the earliest date upon which Services are provided, this Agreement shall remain in full force and effect until June 30, 2022 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for successive annual terms, (each a "Renewal Term") if (A) it is deemed in the best interested of San Manuel and Kearny, and , (B) Kearny and San Manuel approve the additional year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Kearny Town Manager's and San Manuel Town Manager's signatures thereon, which approval may be withheld by Kearny or San Manuel for any reason. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term". Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Scope of Work.** Kearny shall provide the Dispatch Services by answering emergency calls for service, which are transferred from the Pinal County Sheriff's Office, and dispatching appropriate San Manuel Fire Department units. Calls will be tracked using the current (computer aided dispatch) "CAD" system and does not include route mapping for responding units. Kearny is not responsible for providing any Kearny Fire Department units in response to any calls to the center regarding San Manuel. San Manuel Fire Department agrees to follow protocols currently in place by Kearny

dispatch and adapt to changes as necessary. Dispatching San Manuel Fire Department personnel will be accomplished by using station alert tones only and not by calling individual personnel by telephone.

4. **Compensation.** For the first year of the Initial Term, San Manuel shall pay Kearny a flat fee related to dispatching services, including but not limited to call taking, dispatching, training dispatchers, audio duplication, and all associated CAD records. The initial schedule of flat fees is set forth on **Exhibit A.**
- 4.1 **Changes in Compensation.** By May 31 of each year of the Initial Term or any subsequent Renewal Term, Kearny may submit an amended fee proposal to San Manuel for the upcoming fiscal year, based upon any changes in projected operating expenses or other costs necessary to perform the Services for the upcoming year. If Kearny fails to timely notify San Manuel of the charge for Services for any upcoming fiscal year, the compensation amount shall be equal to the total amount due under the then-current term of this Agreement; provided, however, that San Manuel may elect to waive this requirement and approve the increase in compensation. The initial fee schedule is attached as **Exhibit A.** Each amended fee proposal shall be reviewed for approval no later than ninety days prior to the then scheduled termination of this Agreement and shall be attached hereto as Exhibit A and incorporated herein by reference. If the parties are unable to agree upon the fee schedule, this Agreement shall terminate upon the expiration of the then current Initial Term or Renewal Term.
5. **Payments.** For each year of each Term of the Agreement, San Manuel shall pay Kearny for the Services, in four equal quarterly installments and San Manuel shall pay such amounts in quarterly payments on or before October 20th, January 20th, April 20th, and July 20th of each year of each Term. The initial payment shall be due on the 20th of the month following the end of the quarter after the Effective Date and shall cover Kearny's costs incurred from the Effective Date through the first quarter.
6. **Equipment, Maintenance and Other Expenses.** San Manuel shall (A) maintain at their expense the dispatch system, technology, and hardware specific to San Manuel that allows Kearny to provide the Dispatch Services, including, but not limited to, radio connectivity and radio communications and (B) provide any upgrades or changes to the dispatch system, technology, and hardware necessary for Kearny to continue providing the Services regardless of any changes in communication standards. If Kearny is unable to discharge its obligations under Section 3 of this Agreement as a result of San Manuel's failure to discharge its obligations under this Section 6, Kearny shall have no liability whatsoever.
7. **Termination.** Any other provision to the contrary notwithstanding, this agreement may be terminated by either party giving the other party 60 days written notice of its intent to terminate. All fees must be paid within 30 days of termination.
8. **Cancellation.**
- 8.1 **Conflict of Interest.** The Agreement can be cancelled by either party pursuant to the provisions of A.R.S. 38-511.

9. **Indemnification.** To the fullest extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees (as "indemnitees") for, from, and against any and all claims, losses, damages, liabilities, costs, and expenses, but only to the extent such claims are caused by or contributed to by the negligence, intentional misconduct, or omissions of the Indemnitor, its officers, employees, contractors, or elected or appointed officials.

Joint Defense Agreement. In the event of a claim asserted by a third party against either Kearny or San Manuel, the parties agree to enter into a Joint Defense Agreement.

10. **Applicable Law: Venue.** This agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts of competent jurisdiction in Pinal County, Arizona.

11. **Miscellaneous.**

- 11.1 **Notice.** Any notice to be given by this Agreement shall be in writing and shall be deemed to have been duly given if (A) hand-delivered at this address set forth below or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

Town of Kearny
Attn: Town Clerk
P.O. Box 2670
775 N. Main Street
Kearny, AZ 85132

San Manuel Fire District
Attn: District Chairman
P.O. Box 561
San Manuel, AZ 85631

- 11.2 **Workers' Comp.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

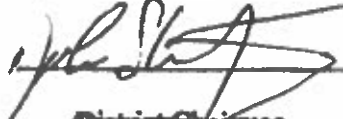
- 11.3 **Appropriation Contingency.** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall

accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.


11.4 Mediation. If there is a dispute under this Agreement between the Parties which the Parties cannot resolve among themselves, and if the dispute does not involve a third party claim, the Parties agree that there shall be a 45-day moratorium on litigation or arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Parties shall request the presiding judge of the Pinal County Superior Court to appoint an independent mediator. The cost of any such mediation shall be divided equally among the Parties. The results of the mediation shall be nonbinding on the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

SAN MANUEL FIRE DISTRICT, a political
Subdivision of the State of Arizona


By: 
District Chairman
Chief
Date: 7/13/2021

TOWN OF KEARNY, a political
Subdivision of the State of Arizona

By: 
Jamie Ramsey
Mayor
Date: 7/6/2021

ATTEST:

By: 
District Clerk

By: 
Martina Burnam
Town Clerk

APPROVED AS TO FORM:

By: N/A
San Manuel Fire District
Attorney

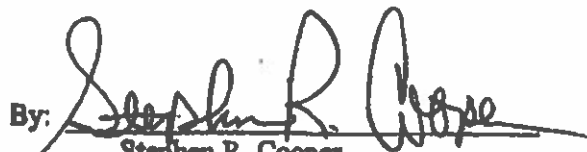
By: 
Stephen R. Cooper
Kearny Town Attorney

EXHIBIT A

Costs:

Dispatch and related services	\$8,000.00
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Equipment costs, such as infrastructure and maintenance costs for radio connectivity, shall be paid directly to any vendors that are hired by the San Manuel Fire District.

Example

When recorded return to
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, AZ 85132

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT RADIO COMMUNICATIONS DISPATCHER SERVICES BETWEEN PINAL COUNTY AND THE TOWN OF SUPERIOR

This Intergovernmental Agreement ("Agreement") between Pinal County ("County") and the Town of Superior ("Superior"), collectively "the Parties," is for the purpose of providing law enforcement radio communications dispatcher services by the County to the Superior Police Department ("SPD").

WHEREAS, the Parties are authorized by A.R.S. §9-498 and A.R.S. §11-952 to enter into this Agreement, and each party is authorized by state law to provide law enforcement services within Superior's municipal boundaries; and

WHEREAS, it is economically advantageous to Superior to contract with Pinal County Sheriff's Office ("PCSO") for law enforcement dispatch services at this time; and

WHEREAS, the Parties desire to improve the quality, efficiency, and timeliness of emergency response communications by law enforcement to residents of Superior by and through the County; and

WHEREAS, the County desires to provide Superior with direct access to PCSO's radio communications system for the express purpose of cooperation and coordination with neighboring law enforcement agencies; and

WHEREAS, PCSO and SPD have agreed upon the logistic and technical details contained in this Agreement and both recommend approval of this Agreement to the Pinal County Board of Supervisors and the Town of Superior's Town Council.

NOW THEREFORE, the Parties hereby jointly agree as follows:

1. **INTENT.** The County, through PCSO, operates, manages and maintains a dispatching facility, emergency communications system, automated computer-aided dispatching system, telephones, recording equipment and dispatch personnel for the operation of a law enforcement dispatch center. PCSO is the primary Public Safety Answer Point ("PSAP") for all 9-1-1 calls within its geographic area of responsibility. The intent of this Agreement is for PCSO dispatchers at PCSO's dispatching facility to provide 24-hour law enforcement radio communications dispatch services to SPD.

2. **TERM.** The initial term of this Agreement shall be three years, beginning _____, 2014. The Agreement shall automatically be renewed for one-year extended terms at the end of the initial term. Either party may terminate this Agreement for any reason by providing written notice thereof to the other party on or before 90 days from the end of the then-current term. In the event of termination of this Agreement, SPD shall be responsible for all costs associated with disconnecting and removal of all radio and telecommunications circuits which were installed in accordance with this Agreement and which are exclusive to SPD.

3. **SCOPE OF SERVICES.** The County, through PCSO, agrees to provide dispatch services to Superior, 24 hours a day, seven days a week during the initial term and any extended term of this Agreement as follows:

a). PCSO will provide automated dispatching using computer-aided dispatching. The capabilities PCSO will make available to SPD include: location of events using cross streets, addresses, and map coordinates as may be available; maintenance of status time, including time received, time dispatched, time first unit on scene, and time last unit cleared from scene. Routine radio contact between SPD and PCSO will include tracking status and location of all designated units operated by SPD.

b). If requested by SPD, PCSO will provide summary listings to SPD of call data by month, quarter, or year as generated by the CAD system.

c). SPD will receive initial dispatch communications on the PCSO primary channel 1. If SPD has emergency traffic or traffic that will interfere with communications on PCSO channel 1, PCSO dispatch will transfer SPD communications to the SPD primary dispatch channel.

d). PCSO will record all SPD radio transmissions (from PCSO channel 1 or SPD's primary dispatch channel) as received at PCSO's dispatch center, and all telephone transmission on emergency lines present in the PCSO dispatch center. PCSO will maintain all recordings for a period not to exceed 90 calendar days, after which such records shall be destroyed. Upon request by SPD, PCSO will provide recordings of incidents.

All supervision, hiring and discipline of communications personnel will remain the sole responsibility and under the authority of PCSO. PCSO shall have full authority to manage all requirements under this Agreement, which include but are not limited to, determining equipment needs, personnel requirements/qualifications, budget obligations, response time, and reporting obligations necessary to carry out this Agreement. Regarding PCSO's authority to determine equipment needs under this Agreement, PCSO shall have unilateral authority to determine basic radio dispatch equipment needs. However, because of Superior's limited finances, any equipment needed beyond basic radio dispatch equipment (i.e. such as MDCs) shall first be agreed upon by both PCSO and SPD.

4. **SUPERIOR'S OBLIGATIONS.** Superior, through SPD, agrees to supply and maintain all equipment required for SPD to provide voice radio dispatching up to a demarcation point established as the connection to the PCSO dispatch center console interface patch panel.

Additionally, Superior, through SPD, agrees to pay for the installation and cost of any radio equipment or telecommunications circuits beyond the demarcation point, which are added to PCSO dispatch console equipment in order to provide basic dispatch service. PCSO agrees to maintain all equipment beyond the demarcation point following installation and any warranty period expiration.

SPD agrees to work within the existing procedures used by PCSO for dispatching (and not use SPD's dispatching procedures), which are contained in PCSO's Communications Manual. SPD's procedures and requirements for law enforcement dispatching shall be set forth in PCSO's Communications Manual and thereafter shall be utilized for SPD dispatching.

5. **MAINTENANCE AND EQUIPMENT.** Maintenance of the PCSO dispatch center and all on-premise PSAP and radio equipment shall be the sole responsibility of PCSO. Employees of the respective Parties shall not be considered employees or agents of the other, and the County and Superior agree that they shall retain sole responsibility and authority over their respective employees.

The Parties agree that PCSO may create an equipment replacement fund as a sub-line item in the PCSO budget to be exclusively used to offset any future radio/equipment replacement or upgrade, training, or any personnel costs that will be necessary for PCSO to provide to Superior the services referenced in this Agreement. Such a fund will be partially funded from Superior's payments for services provided under this Agreement and from similar Agreements that the County may execute with other municipalities or towns for like services. The annual equipment charge to Superior, which will be deposited into this equipment replacement fund, is \$75,000 and will be paid by Superior in four quarterly payments

6. **ORIGINATING AGENCY IDENTIFIER.** Superior agrees that its Originating Agency Identifier ("ORI") with the National Crime Information Center will be replaced with the County's ORI.
7. **MISCELLANEOUS FEES.** If either Party is charged a fee by a third party (i.e. such as any agency, department or bureau of the State of Arizona or of the United States) that relates to services provided under this Agreement, said fee shall be divided pro rata between the Parties based on volume of service calls. Thus, if 1% of the calls received by PCSO dispatch result in PCSO dispatch contacting SPD for a service call, then Superior will be responsible to pay 1% of any fee incurred by the County relating to PCSO's dispatch services.
8. **MODIFICATIONS.** For each succeeding term this Agreement is in effect, PCSO shall forward to Superior by May 1 any proposed cost changes of the next succeeding term's quarterly payments. Said cost changes shall be based on increased dispatch personnel wage/salary and employee related expenses. All such changes shall be incorporated into this Agreement via written addendum.

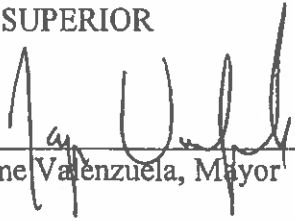
9. **STANDARD OF SERVICES.** PCSO shall provide communication services that comply with the CALEA Standards for Public Safety Communications Agencies, which are attached hereto as Exhibit A.
10. **EQUIPMENT AND EMPLOYEES.** All equipment used by PCSO in the performance of this Agreement shall be the property of PCSO unless specifically purchased in writing by Superior. All dispatch personnel employed in the performance of this Agreement shall be considered employees of PCSO.
11. **FIRE DEPARTMENT EXCLUSION.** This Agreement does not cover or include radio communications services for Superior's fire department.
12. **INDEMNITY.** The County covenants and agrees to indemnify, hold harmless and defend Superior from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature that may arise or result from any act, action, or omission of the County under this Agreement.

Superior covenants and agrees to indemnify, hold harmless and defend the County from and against any and all claims, demands, costs, actions, suits, liabilities, losses, and expenses, of whatever kind and nature that may arise or result from any act, action, or omission of Superior under this Agreement.

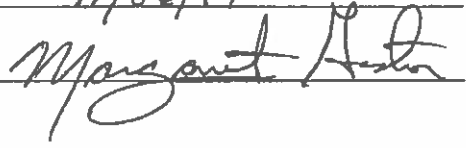
In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.
13. **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.** The terms of this Agreement shall be construed in accordance with the laws of the State of Arizona. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. Each party agrees to bear its own costs in mediation, and to split the mediator fee. If mediation fails, any claim or action thereafter shall only be brought in the Pinal County Superior Court in Florence, Arizona.
14. **NOTICES.** Any notice to be given by this Agreement shall be given in writing by hand-delivery or by mailing the notice to the other party's official place of business and/or regular mailing address.
15. **INTEGRATED AGREEMENT.** This document contains the entire agreement of the Parties and cannot be changed orally. Any change or modifications of this Agreement must be in the form of a written amendment to this Agreement signed by the Parties.
16. **SEVERABILITY.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

TOWN OF SUPERIOR

By: 
Jayme Valenzuela, Mayor

Date: 11/06/14

Attest: 

PINAL COUNTY

By: _____
Chairman of the Board of Supervisors

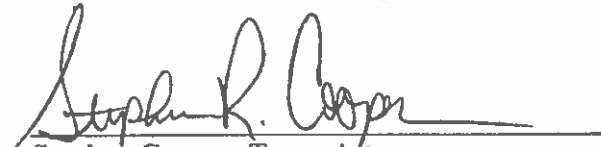
Date: _____

Attest: _____
Clerk of the Board of Supervisors

By: _____
Pinal County Sheriff

Date: _____

Approved as to form:


Stephen Cooper, Town Attorney

Approved as to form:

Chris Keller, Deputy Chief Civil Division

EXHIBIT A

81

COMMUNICATIONS

The basic function of the communications system is to satisfy the immediate information needs of the law enforcement agency in the course of its normal daily activities and during emergencies. It is the latter situation that places the greatest demands upon the communications system and tests the capability of the system to fulfill its functions.

The system conveys information from the public to the law enforcement agency through communications personnel, to the officer who responds to the call for assistance, to other law enforcement and public service agencies, and to information storage facilities and retrieval subsystems. The speed and accuracy with which information flows through each system are measures of the agency's capability to respond to the needs of the community.

It would be virtually impossible to design a law enforcement communications system that would meet every agency's requirements. Each system must be sufficiently flexible in design to fulfill the needs of the individual agency. However, measures and standards of performance are necessary to assess the effectiveness with which any department, large or small, utilizes available information technology in fulfillment of its missions.

81.1 Administration

81.1.1 If the communications function is provided by a shared or multi-jurisdictional entity, written agreements or authorizing documents govern the authority and responsibility of both the agency and the entity, and include, at a minimum, provisions for complying with all applicable standards for this function on behalf of the agency.

Commentary: When the communications function is shared or delegated to another entity, it is necessary to specify accountability and achieve compliance with this chapter (see Guiding Principles 1.1 and 1.2). The agency may rely on documents developed by the outside communications center in proving compliance with these standards. (M M M M)

81.1.2 The agency has current Federal Communications Commission (FCC) or applicable regulatory agency licenses and has access to the regulatory agency's current rules and regulations.

Commentary: None. (M M M M) Compliance may be OBSERVED.

81.2 Operations

81.2.1 *The agency provides 24-hour, toll-free voice and TDD telephone access or an equivalent system for emergency calls for service.*

Commentary: The public should be able to contact the law enforcement agency at all times for information or assistance that may be needed in emergencies. Agencies that are unable to maintain 24-hour telephone service should arrange for such service through neighboring departments, sheriff's departments, or the state police. Access to emergency services should be toll free within the agency's jurisdiction or permit free access to the operator. Each emergency answering point for the agency should be equipped with a system capable of handling assistance calls from persons who are hearing impaired. (M M M M) Compliance may be OBSERVED.

81.2.2 *The agency has continuous two-way communication capability between the communications center and officers on duty.*

Commentary: Immediate communications capability provides a measure of safety and security to law enforcement officers and the public. The nature of an officer's assignment, such as undercover, might dictate an exception to this continuous communication requirement.

The intent of this standard is to ensure that on-duty officers have the means for constant communication. In most situations, portable transceivers are required to enable officers on foot patrol and those away from their patrol vehicles to maintain communications with the dispatch center for exchanging information, requesting assistance, receiving orders or instructions, and responding to calls for service. (M M M M) Compliance may be OBSERVED.

✓ **81.2.3** *A written directive establishes procedures for obtaining and recording relevant information of each request for service or self-initiated activity, to include:*

- a. control number;
- b. date and time of request;
- c. name and address of complainant, if possible;
- d. type of incident reported;
- e. location of incident reported;
- f. identification of officer(s) assigned as primary and backup;
- g. time of dispatch;
- h. time of officer arrival;
- i. time of officer return to service; and
- j. disposition or status of reported incident.

Commentary: A control "system" can be a card, log, or computer entry that permits a permanent record to be maintained. Such records permit the agency to establish a control system to ensure a comprehensive field-reporting program. This information should be recorded for all requests, including those received by telephone; letter; in person; self-initiated by officers; or reported to officers in the field.

The control number should be affixed to a communication center control record and the call disposition or result noted thereon. The number may serve as the basis for filing and retrieving subsequent reports of the incident, but it is indispensable for auditing the communications and records systems (see Chapter 82).

The procedures should encourage eliciting as much information as possible to enhance the safety of the officer and assist in anticipating conditions to be encountered at the scene. This is particularly important in certain categories of calls, and checklists may be provided to obtain additional information, e.g., for bomb threats, crimes in progress. (M M M M)

✓ 81.2.4 *A written directive establishes procedures for communications between field personnel and the communications center, to include:*

- a. *specifications of the methods and circumstances requiring communications by field personnel;*
- b. *the recording of the status of field personnel when out of service;*
- c. *the methods used for identifying field personnel during communications;*
- d. *communication with interacting agencies;*
- e. *criteria for the assignment of the number of field personnel in response to an incident;*
- f. *circumstances that require the presence of a patrol supervisor at the scene for the purpose of assuming command; and*
- g. *responding to a field personnel emergency request for assistance or activated emergency alarm.*

Commentary: Identification systems should be based on beat numbers or other assignment numbers, unit identification numbers, or a combination of the two. Operations are more efficient and field personnel safety is enhanced when telecommunicators, supervisors, and fellow officers know the status of field personnel, their locations, the nature of cases or calls for service, and the developments in their investigation. The administrative control "system" can be maintained on a card, log sheet, computer record, or any instrument that permits a permanent record to be retained. The response to emergency requests or activated emergency alarm criteria should relate to a list of critical factors, e.g., officer needs assistance, officer in trouble, felony in progress, life saving situation. The list should be available to all telecommunicators. (M M M M)

81.2.5 *Communications personnel have immediate access to at least the following departmental resources:*

- a. *officer in charge;*
- b. *duty roster of all personnel;*
- c. *residential telephone number of every agency member;*
- d. *visual maps detailing the agency's service area;*
- e. *officer status indicators;*
- f. *written procedures and telephone numbers for procuring emergency and necessary external services to the agency; and*
- g. *tactical dispatching plans.*

Commentary: Communications personnel are often required to contact agency members both on and off duty. They should, therefore, have immediate access to such information as their working hours and residential telephone numbers.

Officer status indicators allow communications personnel to know the status of every officer under their control. All officers depend on the communications center to recognize when they may be in danger. By monitoring the officer status system, operators know where and how long each officer has been out on a call. When dispatching calls, operators also need to know which cars are available for service. A handwritten form updated by communications personnel would satisfy this standard.

Communications personnel also have the need to call other emergency service agencies, such as those pertaining to fire, rescue, ambulance, and animal control. They should have these and other telephone numbers immediately available by private line, telephone index, book, or other means that should expedite contacting the agencies.

Dispatching plans should include procedures to be followed in directing resources and obtaining information on crimes in progress, e.g., bank robbery, pursuits, and/or tactical operations. (M M M M)
Compliance may be OBSERVED.

81.2.6 A written directive describes procedures to be followed by communications center personnel in responding to calls for information or services, to include the following:

- a. judging characteristics of the call to determine whether an emergency or nonemergency response is required; and*
- b. informing the caller of the agency's response, including direct law enforcement service and/or referral to other agencies.*

Commentary: Communications center personnel are likely to receive calls requesting information or services and may well represent the first contact made with the agency. Written procedures should be available to communications center personnel regarding the proper handling of such calls.

(M M M M)

81.2.7 A written directive describes procedures for communications personnel to respond to victim/witness requests for information and/or services to include initial and subsequent requests.

Commentary: The intent of this standard is to ensure victim/witness callers receive timely and appropriate attention to their immediate needs, especially during non-business hours. See Chapter 55, especially standard 55.2.1. (M M M M)

81.2.8 The agency has the capability of immediate playback of recorded telephone and radio conversations while it maintains a continuous recording of radio transmissions and emergency telephone conversations within the communications center. A written directive establishes procedures for the following:

- a. a requirement that recordings be retained for a minimum period of thirty days;*
- b. secure handling and storage for recordings; and*
- c. criteria and procedures for reviewing recorded conversations.*

Commentary: These recordings are an indispensable source for criminal investigations, internal investigations, training, and audits of the agency's service delivery system. Access to secure recordings should be limited and available only through a specific procedural method.

The citizen requesting service or the officer wanting assistance may not be able to repeat an emergency conversation that was garbled or too quick for easy understanding. Therefore, the agency should have the capability to replay a conversation while recording other calls and radio transmissions.

The capability of continuous recordings can be provided with a parallel dual-load recorder.
(M M M M)

81.2.9 If local, state, and federal criminal justice information systems exist, the agency participates and/or has access to such a system.

Commentary: The effectiveness of investigative efforts depends heavily upon the quality of information resources. Agencies should have the equipment they need to gain access to information from nearby agencies, regional law enforcement information networks, statewide information resources, and the National Crime Information Center. Agencies outside the United States should access like systems, if available. If not available, this standard does not apply. (M M M M) Compliance may be OBSERVED.

81.2.10 If the agency utilizes alternative communications as a primary source such as cellular phones, voice over internet protocol, or other emerging technologies, a written directive establishes criteria and procedures for their use.

Commentary: Consideration should be given to documenting or recording and auditing the use of these technologies. (M M M M)

81.2.11 A written directive specifies criteria for accepting and delivering emergency messages.

Commentary: Delivering emergency messages is a legitimate law enforcement function. However, guidelines should be established to define the types of messages to be accepted and delivered.
(M M M M)

81.2.12 A written directive establishes procedures for prompt handling and appropriate routing of misdirected emergency calls.

Commentary: It is common for one agency to receive emergency telephone calls intended for another law enforcement or public service agency. Agencies should accept any misdirected emergency call and promptly relay information to the agency having jurisdiction. (M M M M)

81.2.13 A written directive establishes procedures for monitoring and responding to private security alarms.

Commentary: The agency should have a formal policy concerning monitoring commercial and private residential alarm systems. The agency should seek regulating legislation for the installation and maintenance of the various alarm systems. Such legislation should specify sanctions for excessive false alarms.

Care should be exercised in considering private home alarms that ring into department telephone lines. The agency's policy should also consider the availability of commercial alarm companies to service business alarms. (M M M M)

81.2.14 *If the agency authorizes emergency first-aid instruction over the telephone or radio, employees must be trained and have immediate access to approved emergency medical guidelines or materials.*

Commentary: The training should be approved by a competent authority and should be designed to provide emergency life saving information to callers until emergency medical personnel arrive at the scene. Retraining should also be provided on a schedule approved by a competent authority. The material/guidelines and training should be complementary. (M M M M)

81.3 Facilities and Equipment

81.3.1 *Security measures for the communications center are in place to:*

- a. limit access to the communications center to authorized personnel;*
- b. protect equipment;*
- c. provide for back-up resources; and*
- d. provide security for transmission lines, antennas, and power sources.*

Commentary: The capability to maintain communications in all emergency situations dictates that security measures be implemented to protect communications personnel, facilities, and equipment. Protective measures may include locating the center and equipment in areas providing maximum security, installing bullet resistant glass in areas of public access, and restricting access to the communications center. Providing security for equipment may be done with a combination of security cameras, fences, or other measures based on the needs of the agency, location of the equipment, and operational considerations. (M M M M) Compliance may be OBSERVED.

81.3.2 *The agency has an alternate source of electrical power that is sufficient to ensure continued operation of emergency communication equipment in the event of the failure of the primary power source. A documented inspection and test of the alternate power source is completed at least monthly, or in conformance with manufacturer recommendations, and tested or operated under full load at least once a year.*

Commentary: Disruptions in the primary power source frequently occur. The agency should ensure continuous emergency communications capability through an alternate power source. The readiness of the alternate equipment should be ensured by reasonable testing or self-testing of the technology employed. A documented observation of a self-testing generator's performance once a month will satisfy this requirement. (M M M M) Compliance may be OBSERVED.

81.3.3 *The agency's telephone system is designed to separate emergency from nonemergency calls.*

Commentary: The potential for receiving a busy signal on an emergency line can be significantly reduced by routing incoming administrative and outgoing calls to a separate line or lines. Line separation may also free up communications personnel to handle emergencies and other important matters in a more efficient and effective manner. (O O O O) Compliance may be OBSERVED.

81.3.4 *The agency has multichannel mobile and/or portable radio equipment capable of two-way operation on a joint public safety frequency or frequencies.*

Commentary: This communications capability among law enforcement and public service agencies, such as fire departments, ambulance services, public utilities, etc., is necessary to provide proper coordination and deployment of forces in times of emergencies. The capability may range from simple car-to-car arrangements to interagency and statewide networks. (O O M M) Compliance may be OBSERVED.

Example

INTERGOVERNMENTAL AGREEMENT FOR FIRE DEPARTMENT DISPATCH SERVICES

This Intergovernmental Agreement ("Agreement") is entered into between the Town of Florence, an Arizona municipal corporation ("Florence") and the Town of Superior, an Arizona municipal corporation ("Superior"), for the purpose of providing fire department dispatching services for the Superior Fire Department to include ambulance service.

Whereas, both parties are authorized by A.R.S. 11-952 to enter into this Agreement; and

Whereas, it is economically advantageous for Superior to contract with Florence for the Florence Public Safety Communications Center (the "Center") to provide 24-hour fire dispatch services to the Superior Fire Department within the incorporated limits of Superior (the "Dispatch Services") and to provide the Superior Fire Department with CAD call entry and recording retrievals (collectively, the "Services"); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Florence and Superior hereby agree as follows:

1. Purpose. The purpose of this Agreement is for Florence to provide the Services to the Superior Fire Department.
2. Term of Agreement. This Agreement shall become effective after it has been (A) executed by both parties upon approval by Superior Town Council and Florence Town Council and (B) filed with the Pinal County Recorder (the "Effective Date"), and as of the earliest date upon which Services are provided, this Agreement shall remain in full force and effect until June 30, 2016 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for successive annual terms, (each a "Renewal Term") if (A) it is deemed in the best interested of Superior and Florence, and , (B) Florence and Superior approve the additional year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Florence Town Manager's and Superior Town Manager's signatures thereon, which approval may be withheld by Florence or Superior for any reason. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term". Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.
3. Scope of Work. Florence shall provide the Dispatch Services by answering emergency calls for service, which are transferred from the Pinal County Sheriff's Office, and dispatching appropriate Superior Fire Department units including ambulance services. Calls will be tracked using the current (computer aided dispatch) "CAD" system and does not include route mapping for

responding units. Florence is not responsible for providing any Florence Fire Department units in response to any calls to the center regarding Superior. Superior Fire Department agrees to follow protocols currently in place by Florence dispatch and adapt to changes as necessary. Dispatching Superior Fire Department personnel will be accomplished by using station alert tones only and not by calling individual personnel by telephone.

4. Compensation. For the first year of the Initial Term, Superior shall pay Florence a flat fee per call or request for the operating expenses related to dispatching services, including but not limited to call taking, dispatching, training dispatchers, audio duplication, and all associated CAD records. The initial schedule of flat fees is set forth on Exhibit A.
- 4.1 Changes in Compensation. By May 31 of each year of the Initial Term or any subsequent Renewal Term, Florence may submit an amended fee proposal to Superior for the upcoming fiscal year, based upon any changes in projected operating expenses or other costs necessary to perform the Services for the upcoming year. If Florence fails to timely notify Superior of the charge for Services for any upcoming fiscal year, the compensation amount shall be equal to the total amount due under the then-current term of this Agreement; provided, however, that Superior may elect to waive this requirement and approve the increase in compensation. The initial fee schedule is attached as Exhibit A. Each amended fee proposal shall be reviewed for approval no later than ninety days prior to the then scheduled termination of this Agreement and shall be attached hereto as Exhibit A and incorporated herein by reference. If the parties are unable to agree upon the fee schedule, this Agreement shall terminate upon the expiration of the then current Initial Term or Renewal Term.
5. Payments. For each year of each Term of the Agreement, Superior shall pay Florence for the Services, in four equal quarterly installments and Superior shall pay such amounts in quarterly payments on or before October 20th, January 20th, April 20th, and July 20th of each year of each Term. The initial payment shall be due on the 20th of the month following the end of the quarter after the Effective Date and shall cover Florence's costs incurred from the Effective Date through the first quarter.
6. Equipment, Maintenance and Other Expenses. Superior shall (A) maintain at their expense the dispatch system, technology, and hardware specific to Superior that allows Florence to provide the Dispatch Services, including, but not limited to, radio connectivity and radio communications and (B) provide any upgrades or changes to the dispatch system, technology, and hardware necessary for Florence to continue providing the Services regardless of any changes in communication standards. If Florence is unable to discharge its obligations under Section 3 of this Agreement as a result of Superior's failure to discharge its obligations under this Section 6, Florence shall have no liability whatsoever.
7. Termination. Any other provision to the contrary notwithstanding, this agreement may be terminated by either party giving the other party 60 days written notice of its intent to terminate. All fees must be paid within 30 days of termination.
8. Cancellation.

8.1 Conflict of Interest. The Agreement can be cancelled by either party pursuant to the provisions of A.R.S. 38-511.

9. Indemnification. To the fullest extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees (as "indemnitees") for, from, and against any and all claims, losses, damages, liabilities, costs, and expenses, but only to the extent such claims are caused by or contributed to by the negligence, intentional misconduct, or omissions of the Indemnitor, its officers, employees, contractors, or elected or appointed officials.

Joint Defense Agreement. In the event of a claim asserted by a third party against either Florence or Superior, the parties agree to enter into a Joint Defense Agreement generally in the form of the agreement attached as Exhibit B.

10. Applicable Law: Venue. This agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts of competent jurisdiction in Pinal County, Arizona.

11. Miscellaneous.

11.1 Notice. Any notice to be given by this Agreement shall be in writing and shall be deemed to have been duly given if (A) hand-delivered at this address set forth below or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

Town of Florence
Attn: Town Clerk
P.O. Box 2670
775 N. Main Street
Florence, AZ 85132

Town of Superior
Attn: Town Clerk
P.O. Box 218
199 N. Lobb Ave.
Superior, AZ 85173

11.2 Workers' Comp. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

11.3 Appropriation Contingency. Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by

the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11.4 Mediation. If there is a dispute under this Agreement between the Parties which the Parties cannot resolve among themselves, and if the dispute does not involve a third party claim, the Parties agree that there shall be a 45-day moratorium on litigation or arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Parties shall request the presiding judge of the Pinal County Superior Court to appoint an independent mediator. The cost of any such mediation shall be divided equally among the Parties. The results of the mediation shall be nonbinding on the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOWN OF SUPERIOR, a political
Subdivision of the State of Arizona

By: _____
Jayme Valenzuela
Mayor

Date: _____

TOWN OF FLORENCE, a political
Subdivision of the State of Arizona

By: _____
Tom J. Rankin
Mayor

Date: _____

ATTEST:

By: _____
Margaret Gaston
Town Clerk

By: _____
Lisa Garcia
Town Clerk

APPROVED AS TO FORM:

By: _____
Steve Cooper
Superior Town Attorney

By: _____
Clifford Mattice
Florence Town Attorney

EXHIBIT A

Costs:

Dispatch and related services

\$16.00 per call/request

Equipment costs, such as infrastructure and maintenance costs for radio connectivity, shall be paid directly to any vendors that are hired by the Town of Superior.

EXHIBIT B

JOINT DEFENSE AND COMMON INTEREST AGREEMENT BETWEEN

Town of Florence
and

Town of Superior

THIS JOINT DEFENSE AND COMMON INTEREST AGREEMENT (the “**Agreement**”) is entered into by and among the undersigned (“**Parties**”), effective _____, 2014, who together share interests in the defense of claims. This agreement applies only to claims for which coverage is being provided under the “Arizona Municipal Risk Retention Pool Municipal General Liability Coverage Form” and involving litigation arising out of “The Intergovernmental Agreement for Fire Department Dispatch Services”, effective _____, 2014 (hereafter, “**Claims**”); provided that certain claims may be excluded due to disparate coverage between the parties as set forth on **Exhibit A**. The Parties to this Agreement wish to continue to pursue their separate but common interests in this matter and acknowledge the applicability of common interest doctrine to avoid any suggestion of waiver of the confidentiality of privileged communications or documents. The Parties hereby agree as follows:

1. Lead Attorney. The Arizona Municipal Risk Retention Pool, an Arizona nonprofit corporation (the “**Risk Pool**”) shall identify an attorney to represent the parties hereto to accomplish the shared defense of the Claims. The Lead Attorney shall have the authority to act with the objective of reaching a comprehensive resolution of the Claims, including the following: (i) contacting the persons or entities involved in the dispute; (ii) gathering relevant facts, information, and documents; (iii) ascertaining potential liabilities of the Parties; (iv) directing and coordinating joint defense strategies; (v) leading efforts to defend the Claims, including settlement, mediation, arbitration, or trial; and (vi) if settlement is reached, drafting settlement agreements and release agreements. The Lead Attorney shall have no role and may not have any involvement with the allocation among the Parties of any settlement amounts or judgments paid in connection with the Claims. The allocation of such amounts shall be accomplished either upon the mutual agreement of the Parties, or if such agreement cannot be reached, via binding arbitration. In connection with such negotiations and possible arbitration, each of the Parties shall be represented by separate counsel selected and paid by the Risk Pool.

2. Defense Materials. The Parties and their respective attorneys (collectively “**Counsel**”) have concluded that it is in each of their individual and mutual best interests in the defense of the Claims to share certain information related to that defense with some or all of Counsel and/or the Parties. These communications may be oral or written, and may include but are not limited to the disclosure of documents, factual and legal analyses, summaries, and memoranda; interview reports and reports of experts, consultants or investigators; joint meetings between counsel, the Parties, their representatives and employees; and any meetings with prospective witnesses or consulting experts or litigation support service providers in connection with the

litigation in person, by telephone or in any other form, and records or reports of such communications, all of which are included within the term “**Defense Materials**” used herein. However, nothing in this Agreement shall be construed to affect the separate and independent representation of each client by its respective Counsel or prevent disclosures allowed pursuant to Section 15 of this Agreement.

3. Common Interest. The Parties and their Counsel agree that all sharing and pooling of information pursuant to this Agreement will be done within the context of and in furtherance of the Parties’ common goal and effort in defending against the Claims.

4. Privileged Communications. Some or all of the Defense Materials are protected from disclosure to adverse or other persons or entities as a result of the attorney-client privilege, the work product doctrine, or other applicable privileges, protections or immunities, including (without limitation) A.R.S § 12-2234. It is the desire, intention, and mutual understanding of the Parties hereto (a) that the sharing of Defense Materials among one another is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, work product doctrine or other applicable privileges, protections or immunities; and (b) that all Defense Materials provided by a Party pursuant to this Agreement that are entitled to protection under the attorney-client privilege, the work product doctrine or other applicable privileges, protections or immunities, shall remain entitled to such protection under the common interest doctrine. The Parties hereby agree the Defense Materials may not be disclosed to persons other than those described in this Agreement without the written consent of the Party or Parties that generated the requested Defense Materials. The Parties also intend and understand that any disclosure of Defense Materials is for purposes of the common interest and joint defense pursuant to this Agreement and will not constitute a waiver of any available privilege, protection or immunity.

5. Sharing of Defense Materials. The Parties further agree that Defense Materials received from another Party to this Agreement will not be disclosed to anyone except (a) counsel, employees or officers of the Party who are responsible for the defense of the Claims on behalf of the Party; (b) Counsel of record for any Party to this Agreement; and (c) paralegals, support staff, or experts who are directly employed by or retained by and assisting in the defense of the Claims. All persons permitted access to Defense Materials (collectively, “**Authorized Persons**”) shall be specifically advised that the Defense Materials are privileged and subject to the terms of this Agreement. All materials that are exchanged pursuant to this Agreement shall be marked and identified as being provided with the following language: “Confidential and privileged communication produced pursuant to joint defense agreement.”

6. Limited Use of Defense Materials. Any shared Defense Materials are to be used by each person or Party receiving them solely in connection with the defense of the Claims. Neither the Defense Materials nor the information contained therein may be used by any person or Party receiving them for any other purpose whatsoever, except as provided in Section 15 of this Agreement.

7. Previously Exchanged Defense Materials. All Defense Materials pursuant to this litigation and exchanged between and among any of the undersigned counsel according to prior agreements or any previous joint defense agreement are now subject to this Agreement.

8. No Attorney-Client Relationship Established. Except for the relationship between the Lead Attorney and the Parties: (i) nothing in this Agreement shall be construed to create an attorney-client relationship; (ii) no attorney-client relationship is intended to be created (either expressed or implied) between an attorney and the client of any other attorney; and (iii) each Party represents and acknowledges that it is represented exclusively by its own attorney as identified herein, and such attorneys act as legal counsel and representative of and for the benefit of their respective clients only. Notwithstanding the foregoing, all Parties are obligated to maintain the confidentiality of information as specified in the Agreement.

9. Privilege Not Waived. The privileges and protections for the Defense Materials to which this Agreement is applicable may not be waived by any Party without the prior written consent of all the Parties; This obligation shall survive the termination of this Agreement. Any inadvertent or purposeful disclosure of Defense Materials exchanged pursuant to this Agreement that is made by a Party contrary to the terms of this Agreement shall not constitute a waiver of any privilege or protection.

10. Disclosure by Required by Law. If any Party is required by court order or rule of law to produce or reveal any confidential information, documents or privileged materials which are part of the Parties' efforts pursuant to this Agreement, reasonable notice shall be given to all Parties of this Agreement before responding to, or complying with, such order or rule of law, so that any Party may, at its own cost, have the opportunity to resist the production of such information by timely and appropriate process. In the event the Party from whom disclosure is sought has no objection to the disclosure, such Party shall nevertheless invoke this Agreement during the pendency of any action taken by the objecting Party and shall otherwise make reasonable efforts to prevent disclosure until the final resolution of the objection of the objecting Party.

11. Withdrawal. In the event that a Party determines that it no longer has a common interest in the defense of Claims, such Party shall withdraw from this Agreement. Each undersigned counsel has a duty to withdraw from the Agreement when, in good faith, he or she reasonably believes that a common interest no longer exists, in which case counsel shall give immediate written notice of such withdrawal to all the Parties. Notwithstanding a Party's withdrawal, this Agreement shall remain operative, enforceable, and in effect as to: (a) all other remaining Parties to this Agreement; and (b) all shared Defense Materials. Any Party may withdraw from this Agreement with no less than 30 day written notice to all of the other Parties. The terms of this Agreement shall survive withdrawal and bind the withdrawn party. Withdrawal will be solely on a prospective basis and any Defense Materials provided pursuant to this Agreement prior to such withdrawal shall continue to be governed by the terms of this Agreement. A Party who is dismissed or settles all pending Claims as to that Party will be deemed to have withdrawn from the Agreement in accordance with terms of Withdrawal established in this Agreement, and effective as of the date of the dismissal or settlement.

12. Conflict of Interest. Each Party knowingly and intelligently waives any conflict of interest or other objection that might otherwise be available based upon the sharing of information pursuant to this Agreement. Each Party knowingly and intelligently waives any conflict of interest or other objection that might otherwise be available against the Lead Attorney who may be provided, assigned, or appointed with the authority to act with the objective of reaching comprehensive resolution of the Claims.

13. Modification. The provisions of this Agreement may be modified only by written agreement of all affected Parties, and it shall be binding upon all successors and assigns of the Parties.

14. Additional parties. The Parties recognize that other counsel and their clients may be permitted to join this Agreement at a future time by signing a copy of this Agreement. Any such additions shall be made only with the permission of all then-current signatories to this Agreement.

15. Independent work product. Nothing in this Agreement shall limit the right of any Party to use or disclose any documents or information or work product that have been independently obtained or generated by such Party (i.e. they were not obtained or generated as part of the common defense efforts made pursuant to this Agreement), whether or not such documents, information or work product have been provided to any other Party pursuant to this Agreement.

16. Scope of Protection. This Agreement shall be interpreted so as to afford the broadest and greatest protection possible of Defense Materials from disclosure to third parties.

17. No Admission of Liability. Nothing in this Agreement is intended as, nor shall be construed or deemed to be, an admission of liability by any Party, or of the existence of facts upon which liability could be based.

18. Continuing Obligation. This Agreement shall continue in full force and effect notwithstanding any conclusion or resolution as to any Party of the Claims.

19. Venue. This Agreement shall be interpreted pursuant to the laws of the State of Arizona. Parties agree to be subject the jurisdiction of the courts of the State of Arizona.

20. Counterparts. This Agreement may be signed in counterparts. All executed counterparts shall comprise the entire Agreement. This Agreement may be executed by counsel for a Party. Each counsel signing this Agreement represents that he or she has been authorized by his or her client to execute this Agreement on behalf of the client.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

By: _____	By: _____
Counsel for: _____	Counsel for: _____
Dated: _____	Dated: _____

INTERGOVERNMENTAL AGREEMENT FOR FIRE DEPARTMENT DISPATCH SERVICES

This Intergovernmental Agreement ("Agreement") dated this 30th day of June 2021 is entered into between the Town of Kearny, an Arizona municipal corporation ("Kearny") and the San Manuel Fire District, an Arizona special purpose municipal corporation ("San Manuel"), for the purpose of providing fire department dispatching services for the San Manuel Fire Department.

Whereas, both parties are authorized by A.R.S. 11-952 to enter into this Agreement; and

Whereas, it is economically advantageous for San Manuel to contract with Kearny for the Kearny Public Safety Communications Center (the "Center") to provide 24-hour fire dispatch services to the San Manuel Fire Department within the incorporated limits of San Manuel (the "Dispatch Services") and to provide the San Manuel Fire Department with CAD call entry and recording retrievals (collectively, the "Services"); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kearny and San Manuel hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for Kearny to provide the Services to the San Manuel Fire Department.
2. **Term of Agreement.** This Agreement shall become effective after it has been (A) executed by both parties upon approval by San Manuel Town Council and Kearny Town Council and (B) filed with the Pinal County Recorder (the "Effective Date"), and as of the earliest date upon which Services are provided, this Agreement shall remain in full force and effect until June 30, 2022 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for successive annual terms, (each a "Renewal Term") if (A) it is deemed in the best interested of San Manuel and Kearny, and , (B) Kearny and San Manuel approve the additional year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Kearny Town Manager's and San Manuel Town Manager's signatures thereon, which approval may be withheld by Kearny or San Manuel for any reason. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term". Upon renewal, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Scope of Work.** Kearny shall provide the Dispatch Services by answering emergency calls for service, which are transferred from the Pinal County Sheriff's Office, and dispatching appropriate San Manuel Fire Department units. Calls will be tracked using the current (computer aided dispatch) "CAD" system and does not include route mapping for responding units. Kearny is not responsible for providing any Kearny Fire Department units in response to any calls to the center regarding San Manuel. San Manuel Fire Department agrees to follow protocols currently in place by Kearny

dispatch and adapt to changes as necessary. Dispatching San Manuel Fire Department personnel will be accomplished by using station alert tones only and not by calling individual personnel by telephone.

4. **Compensation.** For the first year of the Initial Term, San Manuel shall pay Kearny a flat fee related to dispatching services, including but not limited to call taking, dispatching, training dispatchers, audio duplication, and all associated CAD records. The initial schedule of flat fees is set forth on Exhibit A.
- 4.1 **Changes in Compensation.** By May 31 of each year of the Initial Term or any subsequent Renewal Term, Kearny may submit an amended fee proposal to San Manuel for the upcoming fiscal year, based upon any changes in projected operating expenses or other costs necessary to perform the Services for the upcoming year. If Kearny fails to timely notify San Manuel of the charge for Services for any upcoming fiscal year, the compensation amount shall be equal to the total amount due under the then-current term of this Agreement; provided, however, that San Manuel may elect to waive this requirement and approve the increase in compensation. The initial fee schedule is attached as Exhibit A. Each amended fee proposal shall be reviewed for approval no later than ninety days prior to the then scheduled termination of this Agreement and shall be attached hereto as Exhibit A and incorporated herein by reference. If the parties are unable to agree upon the fee schedule, this Agreement shall terminate upon the expiration of the then current Initial Term or Renewal Term.
5. **Payments.** For each year of each Term of the Agreement, San Manuel shall pay Kearny for the Services, in four equal quarterly installments and San Manuel shall pay such amounts in quarterly payments on or before October 20th, January 20th, April 20th, and July 20th of each year of each Term. The initial payment shall be due on the 20th of the month following the end of the quarter after the Effective Date and shall cover Kearny's costs incurred from the Effective Date through the first quarter.
6. **Equipment, Maintenance and Other Expenses.** San Manuel shall (A) maintain at their expense the dispatch system, technology, and hardware specific to San Manuel that allows Kearny to provide the Dispatch Services, including, but not limited to, radio connectivity and radio communications and (B) provide any upgrades or changes to the dispatch system, technology, and hardware necessary for Kearny to continue providing the Services regardless of any changes in communication standards. If Kearny is unable to discharge its obligations under Section 3 of this Agreement as a result of San Manuel's failure to discharge its obligations under this Section 6, Kearny shall have no liability whatsoever.
7. **Termination.** Any other provision to the contrary notwithstanding, this agreement may be terminated by either party giving the other party 60 days written notice of its intent to terminate. All fees must be paid within 30 days of termination.
8. **Cancellation.**
- 8.1 **Conflict of Interest.** The Agreement can be cancelled by either party pursuant to the provisions of A.R.S. 38-511.

9. **Indemnification.** To the fullest extent permitted by law, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees (as "indemnitees") for, from, and against any and all claims, losses, damages, liabilities, costs, and expenses, but only to the extent such claims are caused by or contributed to by the negligence, intentional misconduct, or omissions of the Indemnitor, its officers, employees, contractors, or elected or appointed officials.

Joint Defense Agreement. In the event of a claim asserted by a third party against either Kearny or San Manuel, the parties agree to enter into a Joint Defense Agreement.

10. **Applicable Law; Venue.** This agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts of competent jurisdiction in Pinal County, Arizona.

11. **Miscellaneous.**

11.1 **Notice.** Any notice to be given by this Agreement shall be in writing and shall be deemed to have been duly given if (A) hand-delivered at this address set forth below or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below:

Town of Kearny
Attn: Town Clerk
P.O. Box 2670
775 N. Main Street
Kearny, AZ 85132

San Manuel Fire District
Attn: District Chairman
P.O. Box 561
San Manuel, AZ 85631

11.2 **Workers' Comp.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this intergovernmental agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

11.3 **Appropriation Contingency.** Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall

accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11.4 **Mediation.** If there is a dispute under this Agreement between the Parties which the Parties cannot resolve among themselves, and if the dispute does not involve a third party claim, the Parties agree that there shall be a 45-day moratorium on litigation or arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Parties shall request the presiding judge of the Pinal County Superior Court to appoint an independent mediator. The cost of any such mediation shall be divided equally among the Parties. The results of the mediation shall be nonbinding on the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

SAN MANUEL FIRE DISTRICT, a political
Subdivision of the State of Arizona

By: [Signature]
District Chairman
Chief

Date: 7/13/2021

TOWN OF KEARNY, a political
Subdivision of the State of Arizona

By: [Signature]
Jarnie Ramsey
Mayor

Date: 7/6/2021

ATTEST:

By: [Signature]
District Clerk

By: [Signature]
Martina Burnam
Town Clerk

APPROVED AS TO FORM:

By: N/A
San Manuel Fire District
Attorney

By: [Signature]
Stephen R. Cooper
Kearny Town Attorney

EXHIBIT A

Costs:

Dispatch and related services	\$8,000.00
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Equipment costs, such as infrastructure and maintenance costs for radio connectivity, shall be paid directly to any vendors that are hired by the San Manuel Fire District.



Town of Mammoth POLICE DEPARTMENT



December 2, 2021

Respected Members of Mammoth Town Council,

This memorandum is to brief you of the current situation regarding Mammoth Police Department dispatching operations. The staffing of MPD dispatch is a situation that has been a struggle to maintain for quite some time and pre dates my employment as not only Chief of Police but as a Town of Mammoth Police Officer. Prior to being appointed as Chief of Police I observed the ups and downs of our dispatch staffing through our hiring and turnover. I have also seen the struggle of recruiting qualified applicants.

I was immediately made aware of this within my first few months serving as an Officer for this department. I arrived for graveyard patrol shift and was briefed that I would be tasked with covering both the dispatch center and responding to calls for service in the community. I was informed that on semi rare occasions this was a normal solution to a shortage of dispatchers and having no one available to cover a dispatch shift.

Essentially what would happen is the Officer sits in the dispatch center (not patrolling the community) and waits for a call for service on the phone. Then upon receiving a call responds to the call for service essentially leaving a lifeline of the community (911) completely unmanned. I know you can understand how problematic this can be for our community. It creates an opportunity for a nightmare scenario where an Officer responds to a call and while out in the community handling that situation, a call is made by one of our citizens for an emergency, and no one is there to answer or provide them with help. The other factor to remember is when that Officer is out responding to a call in the community they also have no lifeline of a dispatcher on the radio to call for assistance if they were to need help.

We currently are budgeted for 6 dispatchers and for approximately the past couple months have been operating with 4 dispatchers on our staff. As a result our overtime budget has been not only exhausted, but we are exceeding it. Also one of the current 4 dispatchers is expected to be going on maternity leave within the next week or two. We were fortunate enough to hire a qualified applicant this week which are hard to come by (This new hire will still require training) this puts us at 5 employed dispatchers and soon to be 4 serviceable dispatchers, while the above mentioned dispatcher is on leave.



Town of Mammoth POLICE DEPARTMENT



Unfortunately, it is also physically impossible for our department to sustain coverage to the dispatch center with our current staffing levels, and not have any more overtime. Aside from the budget issues our employees are being overworked and becoming burnt out. Most of them only desire to be part time but have stepped up to assist more than they originally committed to with their availability because they know the community needs their help. It is a testament to their character but everyone has their breaking point.

I have done everything I can to assist our staff the best I can which has included me covering shifts in dispatch when no coverage was available. On one occasion I worked 22 hours straight as a result but I had no other option unless I let the citizens of Mammoth go without anyone to answer their call for emergency services. I fear if we continue to go down this avenue of attempting to maintain our own dispatch we will not be able to sustain it and be in a major crisis where we are failing our citizens. And to be completely transparent I believe we are already falling short of the service that the community deserves.

I have contacted our Town Manager and our Town Clerk and discussed this situation in great detail. We have explored budgetary issues, costs, safety concerns liability, and level of service. I believe we are all in agreement that outsourcing our dispatch services is imperative to doing what is best for the Town of Mammoth.

We have held meetings with Pinal County Sheriff's Office and the Superior Police Department who for several years now has contracted their dispatch services through the Sheriff's Office. In these meetings we have discovered that not only will this be more cost effective for the town but service to the community will be drastically improved as well as safety of our Officers.

In closing I would like the opportunity to discuss our findings, how we believe this proposed action will benefit the Town of Mammoth, and also hear any concerns or questions that the Town of Mammoth Council has on this matter to make sure they are given the consideration they deserve, and are appropriately addressed.

Respectfully,

A handwritten signature in black ink, appearing to read "Hank Mueller".

Hank Mueller
Chief of Police, Town of Mammoth Police Department