Town Of Mammoth



OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH THURSDAY, FEBRUARY 3, 2022 7:00 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 Phone Town Council Meeting which is open to the public on Thursday, February 3, 2022, at the Mammoth Community Center located at 101 W. 5th St., 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.

Public access to the Mayor and Council Chambers will be restricted in order to prevent a large or close gathering of the members of the public and to promote social distancing. Additionally, some items on the agenda may be shortened, continued to a future meeting or taken out of order. These steps are part of the effort to limit the number of people who must be physically present, or who might desire to be physically present, at the meeting, and to limit the time of the public meeting. No more than 50 members of the public will be admitted on a first come, first seated basis.

- 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. OLD BUSINESS

A. Discuss and Approve Contract for Dispatch Services with: Pinal County Sheriff's Department Town of Kearny

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

Motion is: Approve Contract for Dispatch Services Motion: 1 st 2 nd	
Council Action:	Passed Defeated Tabled No Action Taken
5. NEW BUSI	NESS
	uss and Approve Job Description for Town Clerk and Authorize Staff to eed with Advertising for New Town Clerk
Motion is: Approve Advertising for Ne Motion: 1st	
Council Action:	Passed Defeated Tabled No Action Taken
	nent of Interim Town Clerk until new Town Clerk is appointed. Interim Town Clerk until new Town Clerk is appointed. 2 nd
Council Action:	Passed Defeated Tabled No Action Taken
Motion: 1st	adjourn this meeting atPM2 nd tion:PassedDefeatedTabledNo Action Taken
-	ereby certifies that a copy of this notice was posted at the Mammoth ary 31, 2022, by 5:00 P.M.

Angela Sanchez, Town Clerk

Copies of the agenda are available for public inspection at the Mammoth Town Hall. 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.

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 DISPATCHING SERVICES BETWEEN PINAL COUNTY AND THE TOWN OF MAMMOTH

This Intergovernmental Agreement ("Agreement") between Pinal County ("County") and the Town of Mammoth ("Mammoth"), collectively "the Parties," is for the purpose of providing law enforcement radio communications dispatcher services by the County, through the Pinal County Sheriff's Office ("PCSO"), to the Mammoth Police Department ("MPD").

RECITALS

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

WHEREAS, it is economically advantageous to Mammoth to contract with the County for law enforcement dispatch services at this time; and

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

WHEREAS, the County desires to provide Mammoth 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 MPD 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 Mammoth Town Council.

AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1. PURPOSE AND INTENT. The purpose of this Intergovernmental Agreement is for the County, by and through PCSO dispatchers at PCSO's dispatching facility, to provide 24-hour law enforcement radio communications dispatch services to MPD as necessary. 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.
- 2. **TERM.** The initial term of this Agreement shall be three years, beginning this 1st day of September, 2017. The Agreement shall automatically be renewed for additional one-year terms at the end of the initial term, unless otherwise terminated by the parties pursuant to the terms of this Agreement.

3. TERMINATION. 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; Mammoth shall be responsible for all costs associated with disconnecting and removal of all radio and telecommunication circuits which were installed in accordance with this Agreement and which are exclusive to Mammoth.

4. MUTUAL OBLIGATIONS.

A. Under this Agreement the COUNTY agrees to the following:

- i. Make automated dispatching using computer-aided dispatching capability available to MPD, including: 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 MPD and PCSO will include tracking status and location of all designated units operated by MPD.
- ii. Provide MPD with initial dispatch communications on the PCSO primary channel 1. If MPD has emergency traffic or traffic that will interfere with communications on PCSO channel 1, PCSO dispatch will transfer MPD communications to the PCSO secondary channel 2. MPD.
- iii. Record all MPD radio transmissions (from PCSO channel 1 or PCSO channel 2) 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. If timely request by MPD, PCSO will provide recordings of the radio transmissions.
- iv. If requested by MPD, PCSO will provide summary listings to MPD of call data by month, quarter, or year as generated by the CAD system.
- v. Maintain all equipment beyond the demarcation point following installation and any warranty period expiration.
- vi. Provide equipment specifications and the frequency information needed to be programmed on their radios necessary to communicate to PCSO under this agreement.
- vii. Maintain the PCSO dispatch center and all on-premises PSAP and radio system equipment.

B. Under this Agreement MAMMOTH agrees to the following:

i. Pay an annual dispatch services and equipment usage fee of \$37,000, on the 1st day of July throughout the duration of this Agreement. The County shall send the bill or invoice to Mammoth no less than 15 days before the billing date pursuant to the Notice terms of this Agreement

In addition to the aforementioned regularly-scheduled usage and equipment fees, the County shall bill or invoice Mammoth for any additional costs incurred as a result of this Agreement. For such other costs, County shall send bill/invoice to Mammoth pursuant to the Notice terms of this Agreement and Mammoth shall pay the invoice no less than 30 days after receipt thereof.

Bills and invoices shall be deemed received by Mammoth on the post-marked date they are mailed.

ii. Supply and maintain all equipment required for MPD to provide voice radio dispatching up to a demarcation point established as the connection to the PCSO dispatch center console interface patch panel.

- iii. Pay for the installation and cost of any radio system equipment or telecommunications circuits beyond the demarcation point, which are added to PCSO dispatch console equipment in order to provide basic dispatch service.
- iv. Be responsible for their own subscriber units, both mobile and portable radios used by MPD. Radios must be compatible with the PCSO radio system and meet P25 standards.
- v. Be responsible for the acquisition, programming and maintenance of MPD radios and MPD equipment.
- vi. Work within the existing procedures used by PCSO for dispatching contained in PCSO's Communications Manual (and not use MPD's dispatching procedures). MPD's procedures and requirements for law enforcement dispatching shall be those set forth in PCSO's Communications Manual and thereafter shall be utilized for MPD dispatching.
- 5. SCOPE OF SERVICES. The County, through PCSO, agrees to provide dispatch services to Mammoth, 24 hours per day, seven days per week during the initial term and any extended term of this Agreement as otherwise provided in this Agreement.
- 6. SUPERVISION. 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.

At all times throughout the duration of this Agreement, the County shall have sole supervisory authority over County personnel and Mammoth shall have sole supervisory authority over Mammoth personnel.

7. EQUIPMENT AND MATERIALS. Throughout the duration and after termination of this Agreement, County-owned equipment and materials shall remain the property of the County and likewise Mammoth-owned equipment and materials shall remain the property of Mammoth.

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 necessary for PCSO to provide to Mammoth the services referenced in this Agreement. Such a fund will be partially funded from Mammoth'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.

- **8. ORIGINATING AGENCY IDENTIFIER.** Mammoth agrees that MPD's Originating Agency Identifier ("ORI") with the National Crime Information Center will be replaced with the PCSO'sORI.
- 9. MISCELLANEOUS FEES. In the event that the County is charged a fee by 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 paid pro rata by Mammoth. Thus, if 1% of the calls received by PCSO dispatch result in PCSO dispatch contacting MPD for a service call, then Mammoth will be responsible to pay 1% of any fee incurred by the County relating to PCSO's dispatch services.

- 10. MODIFICATIONS. For each succeeding term this Agreement is in effect, PCSO shall forward to Mammoth by August I any proposed cost changes of the next succeeding term's quarterly payments. Said cost changes shall be based on factors including, but not limited to, increased dispatch personnel wage/salary and employee related expenses. All such changes shall be incorporated into this Agreement via written addendum.
- 11. STANDARD OF SERVICES. PCSO shall provide communication services that comply with applicable industry standards for public safety communications
- 12. FIRE DEPARTMENT EXCLUSION. This Agreement does not cover or include radio communications services for Mammoth's fire department.
- 13. INDEMNITY. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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.

14. NOTICES. All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

If to Mammoth: John Schempf

Town Manager P.O. Box 130

Mammoth, Arizona 85618

If to the County: Matt Thomas

Chief Deputy

971 Jason Lopez Circ.

Bldg. C

Florence, Arizona 85132

15. MISCELLANEOUS.

- **A. OTHER DUTIES IMPOSED BY LAW.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- **B.** WAIVER OF TERMS AND CONDITIONS: The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

- C. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- **D. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- **E. WORKER'S COMPENSATION:** Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- F. COMPLIANCE WITH LAWS AND POLICIES: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- G. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- H. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- I. NONASSIGNMENT. Neither Party shall assign its interest in this Agreement, either in whole or in part.
- J. 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.
- K. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

- L. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each party agrees to bear its own costs of arbitration fee.
- M. 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 any applicable arbitration fails, all claims or actions arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

Town of Mammoth	Pinal County	
By: Sign	By:	
Print Name Mayor & Town Council Chairwoman	Print Name Chairman, Board of Supervisors	
Date:	Date:	
Attest:CLERK OF THE TOWN COUNCIL	Attest:CLERK OF THE BOARD	
Approved as to form:	Approved as to form:	
Sign	Sign	
Print Name	Print Name	
Town Attorney	Deputy County Attorney	

INTERGOVERNMENTAL AGREEMENT PUBLIC SAFETY DISPATCHING

Effective Date: March 1, 2022

Parties:

The Town of Kearny, a Municipal Corporation ("Kearny")
The Town of Mammoth, a Municipal Corporation ("Mammoth")

Agreements:

NOW, therefore, in consideration of the mutual covenants and promises herein it is agreed:

- 1. Kearny will provide to Mammoth all police, fire and ambulance dispatching services. Kearny shall be solely responsible for budgeting and payment of all respective personnel, operation, maintenance, and capital costs, during the term of this Agreement. Mammoth shall be solely responsible for the costs of the connection of the Mammoth dispatching equipment into the Kearny dispatching system.
- 2. The term of this agreement shall be for a period beginning March 1, 2022, through June 30, 2023, fiscal year and shall continue for the next two (2) fiscal years. If the party-towns desire to extend the term of this Agreement beyond June 30, 2023, they must both manifest that intent in writing on or before January 31, 2023. Either party or both parties may terminate this Agreement after providing written notice that in six (6) months the Agreement will be terminated.
- 3. The Dispatching Services will be headquartered in Kearny. All dispatching officers or employees of the Town of Kearny will remain employees of the Town.
- The Kearny Chief of Police, under the day-to-day supervision of the Kearny Town Manager will manage the Dispatching Services. The Chief of Police will be available to report to the Mammoth Town Council as requested to answer any questions about Dispatching Services.
- During the term of this Agreement, Mammoth will pay to Kearny \$ 3,333.33 dollars per month for the services. Kearny will invoice Mammoth on a basis in the amount of \$__00.00 dollars which shall be due and payable thirty (30) days after mailing of the invoice.
- **6.** Kearny will retain ownership of existing structures and equipment.

- 7. In the event of exigency, or on their own initiative, the Town Council may amend this Agreement by joint resolution.
- 8. Upon this Agreement being approved by the attorneys for the parties, approved by Town Council action of both parties, and signed by both parties, it will be effective as of the effective date above set forth above.
- 9. Each community acknowledges that they are represented by the same legal counsel and that legal counsel has prepared this Agreement based on the information provided to them by both Towns and after reviewing State law requirements for Intergovernmental Agreements. Each community hereby waives any conflict of interest as a result of the law firm of Cooper & Rueter, L.L.P., representing the Town of Kearny and the Town of Mammoth on the drafting of this Agreement.
- 10. The Town Manager for Kearny and the Acting Town Manager (Mayor) for Mammoth are fully knowledgeable in said requirements and funding procedures. Each community enters this Agreement based on the understanding, knowledge and recommendation of the administrative head of the community. Legal counsel has prepared and attached his written determination that the parties are authorized under the laws of this State to enter into this IGA and that it is the proper legal form.

TOWN OF KEARNY	TOWN OF MAMMOTH
JAMIE RAMSEY, Mayor	PATRICIA "PATSY" ARMENTA, Mayor
ATTEST:	ATTEST:
MARTINA BURNAM, Town Clerk	JOHN SCHEMPF, Interim Town Clerk

This Agreement is in the proper form and within the powers and authority granted under Arizona Law to the Town of Kearny.

This Agreement is in the proper form and within the powers and authority granted under Arizona Law to the Town of Mammoth.

STEPHEN R. COOPER Town Attorney

STEPHEN R. COOPER Town Attorney

Town of Mammoth Classification Description

Position: Town Clerk

Department: Administration

FLSA Status: At-Will

Closes: First Review February 28, 2022

POSITION SUMMARY:

Under the supervision of the Town Manager or his/her designee, this position exercises a high degree of independence, initiative and professional expertise in the administration, supervision and day to day management of the Town Office. Incumbents must be able to perform critical decision making and are given the independence and discretion to set up processes/programs. This position is responsible for the development and management of the town budget, apply for and oversee grant applications and reporting, administer and conduct municipal elections, organize and maintain official documents and public records, prepare Town Council Agendas, board and commission training, manage the business license process, and ensure legal compliance of all official postings, public notices, and related advertising. The duties and responsibilities of the Town Clerk are prescribed by the Mammoth Town Council.

ESSENTIAL JOB FUNCTIONS:

- Manages Town's financial resources; researches, develops and administers the Town budget; monitors expenditures throughout the fiscal year; reviews and approves financial documents; and forecasts future department resources needs.
- Manage accounting procedures: record revenue and expenditures to the correct fund and reconcile the General Ledger by researching, writing, and posting journal entries, deposits and assure that adjustments to the General Ledger are recorded correctly
- Supports council activities by preparing, posting and distributing Town Council agendas
 and supporting materials for Council meetings by recording documents, researching,
 working with elected officials, departments and employees, attending meetings,
 transcribing minutes, provides follow-up on actions directed or taken by Council and
 responding to inquiries and requests.
- Develops, recommends, and implements new programs, policies, and procedures related to the operations of the Town Administration Office
- Maintains and attests the official Town documents and records; affirms and signs legal Town documents; maintains the municipal code; supervises the preparation and codification of code updates; and administers oaths of office.
- Identifies grant opportunities and manages grant application process and reporting.
- Serves as Town election official; directs and coordinates Town elections in conformance with applicable local, state and federal laws; coordinates with outside agents to contract

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for election services; develops policies and procedures to ensure compliance with local, state and federal laws; and, ensures compliance with campaign finance, recall, and referendum state and federal requirements.

- Responds to requests from information from employees, managers, elected officials and the general public.
- Manages the business license and registration program; develops policies and procedures
 which govern the application and issuance of business licenses and registrations; and
 interprets codes and explains requirements to staff, applicants, and/or the general public.
- Accepts lawsuits and claims served on the Town.
- Administers the processing of annexation documents in accordance with state law.
- Provides orientation sessions for newly appointed Board/Commission members with the Town Attorney; prepares and presents verbal and written reports to Council and staff.
- Supervises admin staff and ensures the provision of customer service in a professional, courteous and timely manner; conducts performance appraisals.
- Manages the development and implementation of the Department's goals, objectives, policies, procedures, and work standards.
- Manages staff by planning and prioritizing tasks, ensuring policy and procedure compliance, recommending changes and adjustments, coordinating efforts with departments, ensuring legal compliance, and monitoring staff performance and development.
- Serves as the Town's custodian for public records; maintaining and preserving the public records, permanent documents and legislative history of Mayor and Council and providing public information and access to Town records.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Extensive knowledge of the municipal clerk's office.
- Knowledge of budget and accounting policies and procedures
- Knowledge of accounting procedures: record revenue and expenditures to the correct fund and reconcile the General Ledger by researching, writing, and posting journal entries, deposits and assure that adjustments to the General Ledger are recorded correctly.
- Knowledge of open meetings, records management, and Town Codes relating to elections, annexations, and all activities of Town Administration Office.
- Knowledge of management and/or supervision principles.
- Knowledge of office and records management and workflow principles and procedures.
- Knowledge of procedures for conducting public meetings and parliamentary procedures.
- Skill in supervising, delegating and evaluating work of subordinate staff.
- Knowledge of customer service principles and practices; commitment to a high standard of customer orientation and service.
- Skill in verbal and written communication and comfortable with public presentation responsibilities.

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- Skill in operating a personal computer, standard office equipment; organize work, set
 priorities, meet critical deadlines and follow up on work assignments with a minimum of
 supervision; proofread materials for conformance with Town policies and procedures and
 for correct English usage.
- Ability to create harmonious and effective working relationships as an integral liaison among Town Council, staff, and residents as well as other city, county, state and federal agencies and the public at large.
- Skill in problem solving and decision making; analyzing and interpreting administrative
 procedures, regulations, legal documents and contracts; development and implementation
 of policies, procedures, work standards and internal controls; exercise sound independent
 judgment within established guidelines; meet critical deadlines while maintaining
 sufficient flexibility to meet other office needs; prepare clear, concise and complete
 meeting documentation and other written correspondence and reports.
- Skill in maintaining department files and records.
- Skill in preparing a variety of records, reports and correspondence.
- Establish and maintain effective working relationships with Town staff, elected officials, other public and private organizations, the media and the public; exercise tact and diplomacy in interpersonal dealings which are difficult, time sensitive and confidential.
- Must be well organized and flexible.
- Must be able to work under pressure.

MINIMUM QUALIFICATIONS:

- Bachelor's Degree in Public Administration or related field is preferred.
- A minimum of three (3) years' experience in governmental accounting working with budgets.
- Certification as a Municipal Clerk and/or Elections Official is highly preferred.
- A minimum of three (3) years' experience as a Municipal Clerk or Deputy/Assistant Municipal Clerk; and two (2) years' experience in a supervisory capacity.

ENVIRONMENTAL FACTORS and WORKING CONDITIONS:

• Work is performed in an indoor environment.

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