

RESOLUTION NO. 2012-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEARS 2012-2017.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

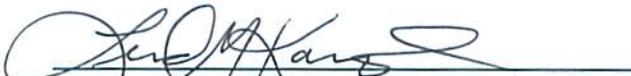
SECTION 1. The Intergovernmental Agreement between the Town of Fountain Hills and Maricopa County for law enforcement services for fiscal years 2012-2017 (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, June 21, 2012.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:


Linda M. Kavanagh, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Kenneth W. Buchanan, Town Manager


Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2012-19

[Agreement]

See following pages.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE TOWN OF

FOUNTAIN HILLS

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-12 - 084 - 3 - 00

July 1, 2012 through June 30, 2017

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Exhibit A Worksheet - Cost Detail

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**Agreement for Law Enforcement Services
Town of Fountain Hills**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into Aug. 6, 2012 between the Town of Fountain Hills, an Arizona municipal corporation ("Fountain Hills") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office.

RECITALS

WHEREAS, Fountain Hills has the authority, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and

WHEREAS, Fountain Hills has neither the trained personnel nor the facilities to provide for Law Enforcement Services, as defined herein, and desires to enter into this Agreement with the County whereby the Sheriff's Office will furnish Law Enforcement Services to Fountain Hills.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. GENERAL PROVISIONS

A. Definitions

As used throughout this Agreement, the following terms shall have the meanings set forth in this Section:

Agreement means this document and all attachments hereto.

Basic Report means the standardized Sheriff's Office document communicating information monthly to the Town regarding its calls for service, crime, criminal activity and response times.

Beat means the basic increment of Law Enforcement Services that equates to one 24 hours per day x 7 days per week, 52 weeks per year post.

Board means the Maricopa County Board of Supervisors.

Calendar Year means a twelve-month period beginning January 1 and ending December 31.

County means Maricopa County, a political subdivision of the State of Arizona.

Day means calendar day.

District Commander means the Captain or designated Commander of the Sheriff's District Office within the corporate limits of Fountain Hills from which Law Enforcement Services for this Agreement are conducted.

Fiscal Year means a twelve-month period beginning July 1 through June 30.

FTE (full time equivalent) means a unit that indicates the workload of an employed person in a way that makes workloads comparable across the organization. One (1) FTE equals one (1)

position for the total number of budgeted working hours in a given fiscal year, as determined by the County (typically 2080 or 2088).

Initial Term shall have the meaning set forth in Section I, Subsection C, below.

Law Enforcement Services means patrol, responses to emergency calls and arrests of suspects. It includes:

- Dispatch and Police Communications Services
- Traffic Enforcement and Accident Investigations
- Enforcement Support, including Specialized Response (Canine, Bomb Squad, S.W.A.T., Posse Coordination)
- Investigations of Alleged Crimes
- Community Crime Prevention and Awareness Programs and Activities, including vacation watch
- Property and Evidence Safekeeping
- Court Security on an on-call basis and after consultation between the District Commander, the Town Manager and the Town's Presiding Judge
- Perform the duties of the Town's Law Enforcement Agent (as defined in the Town Code) as requested by the Town Manager.

Sheriff's Office means the Maricopa County Sheriff and those functions, activities and facilities for which he has responsibility.

Town means the Town of Fountain Hills, an Arizona municipal corporation.

Town Council means the Mayor and Town Council of the Town of Fountain Hills.

Town Manager means the Town Manager of the Town of Fountain Hills, or his/her authorized designee.

Transitional Start Up Phase means the time period between when the Agreement or an amendment to the Agreement is approved through the time that contracted level of service is attained or stabilized.

Worksheet (Exhibit A) means the annualized cost detail information page(s) for the designated beat of service, or fraction of a beat of service on which monthly billings for a given fiscal year are based.

B. Legal Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the County: Tom Manos
Maricopa County Manager
301 W. Jefferson, 10th Floor
Phoenix, Arizona 85003

If to the Sheriff's Office: Joseph M. Arpaio
Maricopa County Sheriff
100 W. Washington, Suite 1900
Phoenix, Arizona 85003

Scott R. Freeman, Chief of Administration
Maricopa County Sheriff
100 W. Washington, Suite 1900
Phoenix, Arizona 85003

If to the Town:

Linda M. Kavanagh
Mayor
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

Kenneth W. Buchanan
Town Manager
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

C. Term of the Agreement

This Agreement shall become effective July 1, 2012 (the "Effective Date") following approval by the Town Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2017 (the "Initial Term"), unless terminated pursuant to **Section I, Subsection F** of this Agreement.

D. Automatic Renewal

Following the Initial Term, this Agreement shall automatically renew for up to five (5) successive one-year terms, (each, an "Additional Term"), with all the terms of this Agreement in effect, unless and until renegotiated or terminated pursuant to (1) a non-renewal notice as set forth below in this Subsection or (2) **Section I, Subsection F** below. Prior to the beginning of each Additional Term, the parties shall meet and agree upon the annual cost of the Law Enforcement Services, which shall be calculated pursuant to **Section III, Subsection A**, of this Agreement and which, when agreed upon, shall be attached to this Agreement as Exhibit A. Notice of non-renewal by either party shall be (i) in writing and (ii) delivered to the other party by April 15 to exercise non-renewal of this Agreement.

E. Amendments

This document contains the entire Agreement of the parties and cannot be changed orally. Any changes or modifications of this Agreement must be in the form of a written amendment (1) approved by the Town Council and the Board and (2) signed by both parties. Requests for amendments to increase or decrease levels of Law Enforcement Services within a given year during the Initial Term or any Additional Term of this Agreement will not become effective until 90 days after approval by the Town Council and the Board.

F. Termination

1. **Without Cause.** Either party shall have the right, upon twelve (12) months written notice to the other party, to terminate this Agreement without cause.
2. **Uncured Breach.** In the event of breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause by serving written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within ninety (90) days after receipt of notice, then this Agreement shall be deemed terminated and both parties shall perform their respective obligations up to the date of such termination.

G. Insurance

The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement; provided, however, that the unencumbered reserves available under any such self insurance program shall be equal to or greater than the required minimum coverage amounts set forth below. The parties to this Agreement shall exchange certificates of insurance or self-insurance.

1. **General:**

- a. **Additional Insured:** The County's insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Law Enforcement Services included in this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- b. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.
- c. **Primary Insurance:** County's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement and in the protection of Town as an Additional Insured.
- d. **Policy Deductibles and or Self-Insured Retentions:** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. The County shall be solely responsible for any such deductible or self-insured retention amount.

2. **Required Insurance Coverage:**

- a. **Public Entity Liability:** County shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.
- b. **Automobile Liability:** The County shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on County's owned, hired and non-owned automobiles assigned to

or used in the performance of the Law Enforcement Services under this Agreement.

c. **Workers' Compensation Insurance:** County shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of County's employees engaged in the performance of Law Enforcement Services under this Agreement and shall also maintain Employer's Liability Insurance of \$2,000,000 for each accident, \$500,000 disease for each employee and \$2,000,000 disease-policy limit.

3. **Cancellation, Material Changes and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the Town.

4. **Limitation on Insured Liability.** The County shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by the Sheriff's Office as contemplated by this Agreement.

H. Indemnification

1. **Mutual Indemnity.** To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the party, its officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.

2. **Sheriff's Office Actions.** The Town shall not indemnify, defend or hold harmless the County, but the County shall indemnify the Town, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against the County as a result of any act or omission of the Sheriff's Office which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the Sheriff's Office or which occurs while any such staff member is performing Law Enforcement Services not directly related to this Agreement. The County shall pay, on behalf of the Town, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs including attorney's fees, court costs, expert witness fees and discovery costs associated with a claim brought hereunder. The indemnity under this Agreement shall commence as of the Effective Date of this Agreement and shall continue in full force and effect with respect to any and all actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of or relating to this Agreement.

I. Record Keeping and Audits

1. **Required Records.** The parties agree to maintain and furnish to each other such records and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable Federal and State laws, rules and regulations.

2. **Audit.** Each party, prior to conducting an audit, must give thirty (30) calendar days notice to the other party. If the audit indicates that fees or billable items have been charged incorrectly, each party agrees to make appropriate corrections and adjustments.

J. Construction of Agreement

1. **Superseding Prior Agreements.** This Agreement replaces and supersedes any existing Agreement for Law Enforcement or Enforcement Communications Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties recorded August 7, 2007 No. 2007-089024.
2. **Severability.** Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
3. **No Waiver; No Accord or Satisfaction.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than any that may be due and owing at any time shall not be construed as an accord and satisfaction.
4. **Entire Agreement.** This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Town of Fountain Hills in any State or Federal Court.
5. **Governing Law.** This Agreement shall be interpreted in accordance with Arizona law.
6. **Independent Contractors.** For purposes of A.R.S. § 31-121(d), the Sheriff's Office and its employees shall be considered to be peace officers engaged as independent contractors, not as employees, of the Town while performing the responsibilities imposed by this Agreement.
7. **Cancellation for Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. (Cancellation of political subdivision and state contracts.)
8. **E-Verify.** The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401, and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
9. **Scrutinized Business Operations.** The parties certify that they do not have scrutinized business operations in either Sudan or Iran, per A.R.S. § 35-391.06 and 35-393.06.

II. SERVICES

For Fiscal Year 2012-13, the Sheriff's Office shall provide Law Enforcement Services at the level of patrol beats set forth in the Worksheet (Exhibit A), attached hereto as and incorporated herein by reference. For the remaining fiscal years during the Initial Term, and for any Additional Terms, the level of patrol beats shall be as set forth in the then-current Worksheet (Exhibit A) as agreed upon by the parties pursuant to Section III below.

A. Service Provision

1. **Scope of Services.** The County, by and through the Sheriff's Office, shall provide the Law Enforcement Services described in this Agreement within the incorporated limits of the Town. The Sheriff's Office shall have responsibility for investigating and enforcing certain Town code violations that directly impact public safety and that fall within the definition of Law Enforcement Services set forth above. The Town Manager and the District Commander shall establish between themselves the Sheriff's Office duties and responsibilities pertaining to the Town code violations, animal control issues and other local enforcement services that fall within the definition of Law Enforcement Services.
2. **Response Times.** Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. Patrol deputies shall be physically within the Town's jurisdiction. The level of contracted service provided for in this Agreement shall allow management of dispatch and deputy response times for Emergency Priority 1 Calls as follows:
 - a. Emergency Priority 1 Calls shall be answered within sixty (60) seconds. The dispatch time shall be measured from the point at which the call is answered to the time the dispatcher initiates radio notification to the deputy assigned to respond. Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be made available to the Town upon request.
 - b. Emergency Priority 1 Calls shall have a deputy on scene within five (5) minutes or less. Detail on Emergency Priority 1 responses taking longer than five (5) minutes to arrive on scene after dispatched will be furnished by the Sheriff's Office upon request from the Town.
3. **Citation into Town Court.** Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited into the Town's Magistrate Court.

B. Establishment of Service Priorities

1. **Personnel Utilization.** District personnel shall be utilized in the most efficient manner to meet the needs of the Town, as determined by the District Commander.
2. **Setting Priorities.** The District Commander and the Town Manager or authorized designee shall meet at least once each quarter to establish priorities for the delivery of Law Enforcement Services as desired by the Town. Priorities shall be communicated through the appropriate Sheriff's Office chain of command to the patrol units providing Law Enforcement Services within the Town's jurisdiction. The Town Manager and the District Commander shall meet as often as necessary on other occasions to ensure the highest quality overall provision of Law Enforcement Services to the Town.
3. **Criminal Activity Increases.** If the Sheriff's Office, acting through the District Commander in consultation with the Town Manager, observes that criminal activity is dramatically increasing in the Town, the Sheriff's Office will temporarily deploy support

units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental service will be supported by relevant crime data. Short term deployments of additional resources will be at no additional cost to the Town. Longer term deployments (in excess of three months) will be subject to cost reimbursement via an amendment to this Agreement. Charges for additional services shall incorporate the same methodology described in Section III of this Agreement and shall be pro-rated as necessary. The parties agree and understand that the length of time to establish and hire new positions can be up to six (6) months.

4. Changes to Service Levels. Amendments to change the service levels in this Agreement shall be made in accordance with Section I, Subsection E above.

C. Maintenance of Sheriff's Substation

At all times during the term of this Agreement and any extension thereof, the Sheriff's Office shall maintain at least one substation facility within the corporate limits of the Town, at a location (or locations) mutually agreeable to the Sheriff's Office and the Town Manager. All deputies assigned to duties within the Town shall operate out of such substation(s). The Sheriff's Office obligations set forth in this Section may be satisfied by maintaining and utilizing space provided by the Town in its Town Hall Building.

D. Community-Oriented Policing

The District Commander shall ensure that policies and procedures are in place and implemented within the corporate limits of Fountain Hills consistent with the philosophy of Community-Oriented Policing, which combines traditional aspects of law enforcement with preventive measures, problem-solving, Community engagement and Community partnerships.

E. Chain of Command and Responsibility for Performance Standards

1. Town Manager Responsibilities. The Town Manager or authorized designee is responsible for coordinating all Law Enforcement Services within the Town as well as conveying the wishes of the Town Council to the District Commander with respect to Law Enforcement Services. While the Town Manager or authorized designee shall have no chain of command authority to direct the operations of the deputies from the Sheriff's Office, such authority being reserved to the Maricopa County Sheriff pursuant to Section II, Subsection E (2), below, the parties to this Agreement understand that the Town expects the Sheriff's Office to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Manager or authorized designee. The District Commander shall, at all times, consider the request of the Town Manager or authorized designee with respect to the implementation of Law Enforcement Services.
2. Maricopa County Sheriff Responsibilities. The Maricopa County Sheriff is solely responsible for the performance, evaluation discipline and movement of his deputies as well as other matters incidental to the provision of the Law Enforcement Services under this Agreement. In the event of a dispute between the parties regarding the manner of performance of such service, the determination made by the Maricopa County Sheriff shall be final and conclusive.
3. District Commander Responsibilities. The Sheriff's Office shall assign to the Fountain Hills District a full time deputy, with the rank of Lieutenant or higher, who shall be designated the "District Commander" and who shall be responsible for the supervision and coordination of Law Enforcement Services by the Sheriff's Office within the Town. The Sheriff's Office will provide the Town Manager with a list of candidates from which to select the District Commander. The Sheriff's Office shall assign the District Commander to service within the Town for a term of at least two years and such

individual will not be reassigned except upon mutual agreement of the Town and the Sheriff's Office.

4. Deputy Assignment. The Sheriff's Office will, from time to time, assign to the Town sufficient deputies to provide the Law Enforcement Services required by this Agreement. Staff will be assigned to the Town on a full-time basis and will work within the Town limits unless required to cross jurisdiction boundaries for pursuits, ongoing investigation of Town cases or other temporary law enforcement emergency situations including responding to requests for assistance from other officers in surrounding jurisdictions in emergency or dangerous situations. To the extent possible, the Sheriff's Office personnel who are selected for deployment to the Town will be required to make a two-year commitment to this assignment in the Sheriff's Office and shall remain deployed to the Town for such two-year period unless reassignment is requested by the Town Manager; provided, however, that the Sheriff's Office may transfer personnel, with prior notification to the Town Manager, when such transfer is in the best interests of the Town and the Sheriff's Office.
5. Removal of Assigned Staff. The Town, acting through the Town Manager shall have the right to request in writing that any staff assigned to service within the Town by the Sheriff's Office be reassigned or otherwise removed from service within the Town. When such request is made, the Sheriff's Office shall comply as soon as reasonably practical, but in any case within no more than three weeks after such request is made.

F. Reports and Information

1. Basic Reporting. This Law Enforcement Services Agreement is limited to law enforcement service delivery and the management thereof. The terms of this Agreement provide for Basic Reporting as defined in Section I, Subsection A, above and illustrated in the sample provided in Exhibit B, attached hereto and incorporated herein by reference.
2. Information Requests. Requests for additional law enforcement service information by the Town will be in writing to the District Commander and responses will be limited to credible/verifiable information that is readily available from the Sheriff's Records Management System (RMS), Computer-Aided Dispatch (CAD) System, and any other law enforcement information system that may be adopted by the Sheriff's Office during the term of this Agreement.
3. Financial/Administrative Information. Requests by the Town for financial and other administrative information that are not applicable to day-to-day law enforcement service will be in writing and directed to the Sheriff's Office Chief of Administration.

III. REIMBURSEMENT COSTS AND CHARGES

A. Reimbursement for Law Enforcement Services

1. Worksheet to Determine Reimbursement Amount. The Town agrees to reimburse the Sheriff's Office for all Law Enforcement Services rendered as outlined in the attached Worksheet (Exhibit A) for the first year of this Agreement (July 1, 2012 through June 30, 2013).
2. Annual Review of Costs. The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The Sheriff's Office recognizes the Town's need to have information early for its budget and planning process. Therefore, the following schedule should be adhered to each year:

- a. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the Sheriff's Office will provide the Town and updated Worksheet (Exhibit A) with Law Enforcement Services charges for the coming fiscal year.
 - b. The Sheriff's Office, the County or the Town cannot arbitrarily change costs. Each annual worksheet proposal shall employ consistent methodology applicable to all Sheriff's Office contract cities and towns.
 - c. Unforeseeable and unavoidable cost increases effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (Exhibit A), such as changes in retirement contribution rates, may only be passed through to the Town pursuant to an amendment to this Agreement.
3. Explanation of Excessive Increase. If the next year's amount is determined to be more than three percent (3%) higher than the total amount due under the then current year of this Agreement, a letter of explanation from the County outlining the increases will be required.

B. Explanation of Charges

The Sheriff's Office annual Worksheet (Exhibit A) shall be beat-driven and prepared with the following sections:

- i. Personnel Services. The methodology used for calculating Personnel Services is a direct cost recovery formula for actual services delivered and shall not be arbitrarily changed. Personnel Costs are determined using FTE (full time equivalents).
 - a. Computation of necessary personnel for this Agreement is as follows:

1 beat = 7 day coverage per week, 24 hours per day with five (5) FTE deputies. The formula for staffing requirements (in addition to five (5) FTE deputies) per beat shall be:

FTE Staffing Requirements*			
0.50	Detectives	1	Beat
1.00	Sergeant for	9	Deputies
1.00	Lieutenant for	18	Deputies
1.00	Captain for	30	Deputies
0.14	Clerical for	1	Beat

* The Town may request and fund additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. Such requests will be incorporated in Part I, Personnel Services, of the Worksheet (Exhibit A).

The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. The Staffing Allocation Factor is determined according to the time period of each post within a beat (i.e. 24 hours per day, seven days per week vs. eight hours per day, five days per week) on an organization-wide basis, which is then applied to all positions necessary to provide the Law Enforcement Services to the Town. The Staffing Allocation Factor to be applied in this Agreement is:

Staffing Allocation Factor		
24 hour / 7 day post	5.00	FTE
8 hour / 7 day post	1.67	FTE
8 hour / 5 day post	1.19	FTE

- b. Salary and Benefits shall be calculated by adding together the following:
- (i) **Hourly Rate:** The hourly rate will be the actual average hourly salary for the position (title) across the Patrol Districts according to payroll system data (ADP) from the first pay period ending in January of the then current fiscal year. Annual hours are the established number budgeted hours per full time position by respective fiscal year.
 - (ii) **Variable Fringe Benefits:** This percent is the most current applicable Employer's Retirement contribution Rate plus FICA/Medicare at the time of Worksheet (**Exhibit A**) distribution, applicable to the hourly rate.
 - (iii) **Fixed Fringe/Workers Comp/Unemployment:** This is an average annual lump sum cost per employee for health and other non-retirement benefits plus the employer's workers compensation and unemployment insurance contribution costs.
 - (iv) **Special Pay--Overtime and Shift Differential:** Overtime and Shift Differential is an average cost per eligible FTE and is added to the salary and benefit costs. The cost is based on actual expenditures of overtime and shift across the patrol districts from the previously-completed fiscal year.
2. **Supplies.** Reimbursement for supplies and annual uniform expense is an allocation per FTE based on supply expenditures in the Patrol districts from the previously-completed fiscal year.
3. **Communications and Information Technology.** Sophisticated and costly information and communications systems are used in everyday Sheriff's Office law enforcement operations. Costs for hardware, software, technology supplies, monthly service and/or connection fees and system maintenance are incorporated as direct and reimbursable expenses. Charges for Sheriff's Police Communications and Information Technology shall be proportionate and based on the Town's portion of Sheriff's call and incident/calls for service volume and County police radio communications system cost shall be based on the number of system users.
- a. **Dispatch:** Incident/Call for Service volume for the Town shall be taken from the Sheriff's Computer-Aided Dispatch system and applied to estimated overall dispatch costs for the Patrol Districts.
 - b. **System Maintenance and User Support:** These costs are comprised of the Town's calculated share for applicable information system use, desktop support, and data/information reporting, based on its percent of patrol service volume applied to the overall patrol's share for applicable information systems, desktop support, and data/information reporting.
 - c. **Wireless and Mobile Data Computing Charges:** The annual total of monthly charges associated with the number of radios/MDC's and, when applicable, cell phones by FTE and dedicated patrol vehicle(s).

4. Vehicle Charges.
- a. The number of miles driven will be used to determine charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
 - b. The number of miles driven will be estimated and will be used to determine charges for new additions to fleet resulting from new service initiation and Amendments for increases in service.
 - c. Vehicle depreciation and vehicle equipment charges allow timely replacement of patrol vehicles using the County's vehicle replacement plan.
 - d. Maintenance of vehicles is the responsibility of the Sheriff's Office.

5. Other Equipment and One-Time Cost Reimbursement.

- a. The Town will be required to fund one-time reimbursement for vehicles and patrol vehicle equipment purchased upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent replacements shall be funded by the County as provided in Section III, Subsections B (4)(b) and (c), above.
- b. The Town will be required to fund one-time reimbursement costs to equip deputies upon initiation of service and for deputies added to service by Amendment. These one-time cost items include: radios, laptop computers or mobile data terminals, tasers, bulletproof vests and cell phones.
- c. The Town may be required to fund replacement of equipment used to service the Agreement. Such replacement would generally be included in conjunction with the annual updating of Worksheet (Exhibit A) or by amendment to this Agreement, and must be agreed to by the Town.
- d. All one-time equipment items and replacement regardless of funding source, shall be County property subject to the following:
 - (i) The Town shall have the option to purchase, at the time they are designated for retirement from the County fleet, any vehicles that were initially funded by the Town as one-time purchases. Such a purchase will require Board action.
 - (ii) In the event of early termination of this Agreement, or in the event of a material reduction in service, the Town may request transfer of vehicle ownership to the Town of any vehicle(s) originally purchased in conjunction with contracted law enforcement service delivery to the Town. All transfers of ownership require Board action.
 - (iii) Vehicles transferred would be "as is," except in cases where removable enhancements, funded by the Sheriff's Office, can be used in other Sheriff's vehicles. Such enhancements would be removed and remain County property. The Town will be responsible for the timely removal of all County and Sheriff's Office markings.
 - (iv) The cost to the Town of transferred vehicles would be \$1.00 plus any title and licensing transfer fees.

- (v) In the event of early termination of this Agreement, the Town may request a fair market value credit for its initial cash outlay for vehicles or other one-time equipment items. Such requests would be coordinated through the Sheriff's Administration Command. Board action would be required and reimbursements would take the form of a credit or credits in the final month(s) invoices.

- 6. Indirect Cost Recovery. The Sheriff's Office reserves the right to address indirect costs (administrative overhead) via amendment to this Agreement if it is determined by the County that indirect cost recovery is necessary. If adopted, indirect cost recovery would be implemented in conjunction with a new fiscal year.

C. Payment

- 1. The Town agrees to pay the sum of \$2,762,382.00 for all Law Enforcement Services rendered as outlined in the attached Worksheet (**Exhibit A**) for the first year of the Initial Term (July 1, 2012, through June 30, 2013), and at the rate agreed to by the parties (via the Worksheet) each year thereafter. Payment for Law Enforcement Services for each year of this Agreement will be made in twelve (12) installments on a monthly basis on or before the 20th day of each month, beginning with the first month of the Initial Term.
- 2. Payment for increases in Law Enforcement Services authorized by Amendment to this Agreement shall commence per the terms of the Amendment and shall be applied to regular monthly payments unless otherwise specified by Amendment.
- 3. Payment to reimburse the initial purchase of one-time items described in **Section III, Subsection B (5)**, above shall be billed separately as one-time reimbursements.

D. Cost of Incarceration

Nothing in this Agreement shall alter the financial responsibilities of the Town and the County for the incarceration of prisoners arrested by the Sheriff's Office in the performance of its responsibilities hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IV. Authorization and Signatures

Fountain Hills has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §11-952, and the County has the authority to enter into this Agreement pursuant to A.R.S. §§11-951 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date of the last signature set forth below.

MARICOPA COUNTY, a political subdivision of the State of Arizona

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

BY: Max Wilson AUG 06 2012
Chairman, Board of Supervisors Date

BY: Linda M. Kavanagh
Mayor Date

ATTEST:
Fran McCarroll AUG 06 2012
Clerk of the Board Date
072512

ATTEST:
Bevelyn J. Bender 6/21/12
Town Clerk Date

MARICOPA COUNTY SHERIFF'S OFFICE

BY: Joseph M. Arpaio 2-13-12
Sheriff Date

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

Dante Senter July 25 2012
Deputy County Attorney Date

Andrew J. McGuire 6-21-12
Town Attorney Date

**EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MARICOPA COUNTY**

[Cost Detail]

See following pages.

Town of Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
FY 2013
(July 1, 2012 through June 30, 2013)

BEATS

3.80

Total Contract Costs

\$2,762,382

Part 1. Personnel Services

\$2,497,931

Annual Hours Budgeted		2088				
Position	FTE	Hourly Rate	Variable Fringe Rate	Hourly Plus Variable	Fixed Fringe \$8904 + Wkrs Comp and Unemp \$313	Annualized
Patrol Beat Deputies	19.00	\$24.58	32.78%	\$32.64	\$ 9,217	\$1,469,915
Detectives	3.03	\$26.23	32.78%	\$34.83	\$ 9,217	248,274
Sergeants	3.00	\$33.72	32.78%	\$44.57	\$ 9,217	308,112
Lieutenants	1.22	\$40.95	32.78%	\$54.37	\$ 9,217	149,754
Captain	0.77	\$49.77	32.78%	\$66.08	\$ 9,217	113,345
School Resource Officer	1.00	\$24.58	32.78%	\$32.64	\$ 9,217	77,364
Clerical Office Assistant	1.00	\$13.03	17.75%	\$15.34	\$ 9,217	41,253
Dispatcher (TCO)	0.97	\$19.29	17.75%	\$22.71	\$ 9,217	55,163
Sub Total Salary and Benefits						\$2,463,180
Staffing Allocation Factor			FTE Staffing Requirements			
24 hour / 7 day post	5.00 FTE		0.67 Detectives		1 Beat	
8 hour / 7 day post	1.67 FTE		1.00 Sergeant for		9 Deputies (Excep)	
8 hour / 5 day post	1.19 FTE		1.00 Lieutenant for		18 Deputies	
			1.00 Captain for		30 Deputies	
			0.14 Clerical for		1 Beat (Excep)	
Special Pay	Eligible FTEs	Cost				
Overtime/Shift Differential	26.03	\$1,335	34,751			
Sub Total Personnel Services						\$2,497,931

Part 2. Supplies and Rent

\$50,926

Total Applicable FTE's	29.02	FTE Total minus Dispatch	
Supply Cost	735	Per applicable FTE	21,334
Ammunition	456	Per Sworn FTE	28.02
Uniform Allowance	600	Per Sworn FTE	28.02
Sub Total Supplies			\$50,926

Part 3. Communications and Information Technology (IT)

\$59,572

Sworn FTEs	28.02	Located in Personnel Section 1. Above	
Dispatch Costs (see Pers. Svcs.)			
System Maintenance and User Support	38,313	Proportionate based on Patrol Costs	38,313
Wireless and Mobile Data Computing (MDC) Charges	21,259	Monthly Charges Per Unit by Sworn FTE 28.02 & Vehicle (11)	21,259
Sub Total Communications and IT			\$59,572

Part 4. Vehicles and Equipment

\$153,953

TOTAL MILES:	207,813
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Vehicle Cost with Warranty	\$ 35,057	Vehicle life 115,000 miles		
Equipment Costs	\$ 14,569	Equipment life 200,000 miles		
Crown Vic patrol vehicles	Per Mile Rate	Annual Miles	Costs	
Mileage Rate	\$0.350	59,777	\$20,922	\$20,922
Vehicle Depreciation	\$0.305	59,777	\$18,232	18,232
Equipment Depreciation	\$0.073	59,777	\$4,364	4,364
Vehicle Cost with Warranty	\$ 36,407	Vehicle life 150,000 miles		
Equipment Costs	\$ 14,569	Equipment life 200,000 miles		
SUV patrol vehicles	Per Mile Rate	Annual Miles	Costs	
Mileage Rate	\$0.430	148,036	\$63,655	63,655
Vehicle Depreciation	\$0.243	148,036	\$35,973	35,973
Equipment Depreciation	\$0.073	148,036	\$10,807	10,807
Sub Total Vehicles and Equipment				\$153,953

Part 5. One-Time Costs

This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as Necessary for Law Enforcement Services delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)

Part 6. Indirect Cost Recovery

This section is reserved for items identified by Maricopa County that are necessary for full cost recovery. When the methodology is determined, the Agreement will be amended and the rate will be included in this section.

Notice Date 2/15/2012

**EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
MARICOPA COUNTY**

[Report Format]

See following pages.

MARICOPA COUNTY SHERIFF'S OFFICE

REPORT OF ACTIVITY

Town of (Name of Contract Town)

(DATE)

For the time period of (Starting date) to (Ending date), the Maricopa County Sheriff's Office responded to calls for assistance or observed a total of (Number Input) situations requiring intervention or response. Of these service indicators, (Number Input) were deputy-initiated on-view activity and (Number Input) were citizen requests for service.

The number of citizen calls for service and deputy-initiated on-view activity are provided as one indicator of the service level provided to your community. The activity indicators shown below provide other statistical data related to the activity of the (Name of Contract Town) deputies. The statistical crime data listed below is not the total number of incidents reported during this period.

The following is a recap of certain service indicators in which the (Name of Contract Town) Deputies responded.

PART 1: VIOLENT CRIMES

Criminal homicide	0
Sexual assault	0
Robbery	0
Aggravated assault	<u>0</u>
Total Part 1 Violent Crimes:	0

PART 1: CRIMES AGAINST PROPERTY

Burglaries:	
Residential/business	0
Automobile	0
Stolen vehicle	0
Theft	0
Arson	<u>0</u>
Total Part 1 Property Crimes:	0

TOTAL PART 1 CRIMINAL OFFENSES:	0
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PART 2: OTHER CRIMES AGAINST PERSONS

Other Assaults:	0
Sexual Offenses:	<u>0</u>
Total Part 2 Crimes against Persons:	0

PART 2: PUBLIC DISORDER CRIMES

Criminal Damage:	0
Threats:	0
Disorderly Conduct	0
Violations of Court Order:	0
Trespass:	0
Weapons Violations	<u>0</u>
Total Part 2 Public Disorder Crimes:	0

PART 2: DRUG AND ALCOHOL CRIMES

Narcotic / Drug Violations:	0
Alcohol Violations:	<u>0</u>
Total Part 2 Drug and Alcohol Crimes:	0

PART 2: WHITE COLLAR CRIMES

Forgery:	0
Fraud:	<u>0</u>
Total Part 2 White Collar Crimes:	0

TOTAL PART 2 CRIMINAL OFFENSES: 0

ARRESTS (IN-CUSTODY)

Homicide/Manslaughter	0
Assault/Endangerment/Resisting	0
Robbery	0
Domestic Violence	0
Threats	0
Burglary/Theft	0
Arson	0
Forgery	0
Narcotics	0
Disorderly Conduct	
Trespassing	
Criminal Damage	0
Traffic Violations	0
DUI	0
Alcohol Violations	0
Violation of Court Order/Warrants	0
Other:	
Total	0

ARRESTS (CITE AND RELEASE)

Assault/Endangerment/Resisting	0
Domestic Violence	0
Threats/Weapons Violations	0
Theft/Burglary	
Trespassing	0
Disorderly Conduct	
Criminal Damage	0
Traffic Violations	0
DUI	0
Alcohol Violations	0
Narcotics	0
Curfew	0
Town Code Violations Heavy trucks/Illegal Parking	0
Total	0

ARRESTS/JUVENILE

Total	0
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TRAFFIC CITATIONS

Total	0
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ENFORCEMENT ACTIVITY RECAPS

ENFORCEMENT ACTIVITY	This Month	Last Month	Mo. Last Yr.
Criminal Arrests			
Criminal Citations Issued			
Driving Under Influence (DUI) Arrests			
Interviews			
Juvenile Referrals			
Traffic Arrests			
Traffic Violations			
Traffic Warnings			
Barking Dog Warnings Issued			
False Alarm Warnings Issued			

RESPONSE ACTIVITY RECAP

PATROL RESPONSE ACTIVITY	This Month	Last Month	Mo. Last Yr.
Abandoned Vehicle			
Accidents/Non-injury (including private property)			
Accidents/Injury (including private property)			
Alarms: Burglar, Panic, Robbery			
Alcohol Violations			
Animal Problem			
Burglary Residential/Commercial			
Burglary Vehicle			
Citizen/Motorist Assist			
Civil Matter/Standby			
Code Violations			
Drunk Disturbing			
Fight – (Domestic Violence)			
Fight			
Injured/Sick Person			
Mentally Ill			
Speeding / Motorized Bike Disturbing			
Narcotics			
Neighbor trouble			
Patrol Watch			
Shooting Violation			
Suspicious Person/Vehicle/Circumstances			
Theft			
Threatening/Annoying/Obscene Calls			
Traffic Hazard			
Trespassing			
Welfare Check			

POSSE ACTIVITY IN YOUR COMMUNITY

The Maricopa County Sheriff's Posse provided (**number**) man-hours and logged (**Number**) miles on their vehicles for the month of (**Name Month**).

Community Patrol	hours
Special Events	hours
Business Watch	hours
Neighborhood Vacation Watch	hours
Traffic Control/Motorist Assist	hours
Prisoner Transport	hours
Total Posse Hours	hours