RESOLUTION NO. 2019-35

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ARIZONA, FOR LAW ENFORCEMENT SERVICES.

ENACTMENTS:

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

SECTION 1. Amendment 1 to the Agreement for Law Enforcement Services between the Town of Fountain Hills and Maricopa County for law enforcement services (the "Amendment") is hereby approved in substantially the form attached hereto as Exhibit A.

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 First Amendment 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 Fountain Hills, Maricopa County, Arizona, this 4th day of June, 2019.

FOR THE TOWN OF FOUNTAIN HILLS:

Ginny Dickey, Mayor

REVIEWED BY:

Grady E. Miller, Town Manager

ATTESTED TO:

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson, Town Attorney
EXHIBIT A
TO
RESOLUTION NO. 2019-35

[AMENDMENT 1]

See following pages.
Amendment 1

to

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
C-50-12-084-3-01

Term: July 1, 2012 through June 30, 2017
with up to five (5) Successive One-Year Automatic Renewals

Amendment Effective July 1, 2019
Amendment 1 to Agreement for Law Enforcement Service
between the Town of Fountain Hills
and Maricopa County on behalf of the Sheriff’s Office
C-50-12-084-3-01

This Amendment to the Agreement between the Town of Fountain Hills (“Town”) and Maricopa County (“County”) on behalf of the Sheriff’s Office shall be effective on July 1, 2019 and upon approval of the Maricopa County Board of Supervisors and the Town of Fountain Hills.

Recitals

The County acting on behalf of the Sheriff's Office and the Town entered into an Agreement for Law Enforcement Services (the “Initial Agreement”), executed August 6, 2012 (C-50-12-084-3-00).

Amendment #1 is presented to amend Section III, Reimbursement Costs and Charges, to coincide with changes to Worksheet Exhibit A to be effective with FY 2020.

The parties agree to change the Initial Agreement as follows, all other terms and conditions of the Initial Agreement remain in place.

Amendment

1) Section III(A)(1) is amended to add a subsection (a) below:
   a. Worksheet Exhibit A is amended effective July 1, 2019 and is attached hereto for reference.

2) Section III(B)(1)(a) is amended to replace the FTE Staffing Requirements table with the one below that shows the number of Deputy FTE to 1 Sergeant as 8 (previously 9).

<table>
<thead>
<tr>
<th>FTE Staffing Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00 Deputies</td>
</tr>
<tr>
<td>0.50 Detectives</td>
</tr>
<tr>
<td>1.00 Sergeant for</td>
</tr>
<tr>
<td>1.00 Lieutenant for</td>
</tr>
<tr>
<td>1.00 Captain for</td>
</tr>
<tr>
<td>0.14 Clerical for</td>
</tr>
</tbody>
</table>

3) Section III(B)(2) is amended to add a subsection (a) below:
   a. Ammunition charges consist of actual costs from the four (4) previous fiscal years for ammunition averaged and then apportioned by sworn FTE.

4) Section III(B)(6), Indirect Cost Recovery, is replaced in its entirety with the following:

   A 3% administrative service charge will be applied to operating costs, excluding one-time items, beginning July 1, 2019 and each year thereafter. This percent may only be changed via amendment and takes effect at the start of a new fiscal year.
(Amendment to Agreement for Law Enforcement Services)

Authorization and Signatures

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

TOWN OF FOUNTAIN HILLS
an Arizona municipal corporation

By: ________________________________
    Mayor, Town of Fountain Hills

    ________________________________
    (print name)

Date: ________________________________

Attest:

______________________________
    Town Clerk

MARICOPA COUNTY
a political subdivision of the State of Arizona

By: ________________________________
    Chairman, Board of Supervisors

    ________________________________
    (print name)

Date: ________________________________

Attest:

______________________________
    Clerk of the Board

MARICOPA COUNTY SHERIFF'S OFFICE

Paul Penzone, Sheriff

______________________________

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.

______________________________
    Town Attorney

    ________________________________
    Date

______________________________
    County Attorney

    ________________________________
    Date
Town of Fountain Hills  
Maricopa County Sheriff’s Office  
Law Enforcement Reimbursement Costs and Charges  
FY2020  
(July 1, 2019 through June 30, 2020)

**BEATS**  
3.80

**Total Contract Costs**  
Operating $4,539,514.99  
3% Indirect 136,185.45  
One Time 0.00  
**$4,675,700.44**

**Part 1. Personnel Services**  
Annual Hours Budgeted 2088  
**$4,067,746.97**

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<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Beat Deputies</td>
<td>19.00</td>
<td>$30.15</td>
<td>65.34%</td>
<td>$49.85</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$2,202,945.10</td>
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<tr>
<td>Detectives</td>
<td>2.55</td>
<td>$30.99</td>
<td>65.34%</td>
<td>$51.24</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$303,074.91</td>
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<tr>
<td>Sergeants</td>
<td>3.00</td>
<td>$30.79</td>
<td>65.34%</td>
<td>$65.78</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$447,617.17</td>
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</tr>
<tr>
<td>Lieutenants</td>
<td>1.25</td>
<td>$50.18</td>
<td>65.34%</td>
<td>$82.96</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$237,333.14</td>
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</tr>
<tr>
<td>Captain</td>
<td>0.75</td>
<td>$61.76</td>
<td>65.34%</td>
<td>$102.11</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$169,169.57</td>
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<tr>
<td>School Resource Officer</td>
<td>1.00</td>
<td>$30.15</td>
<td>65.34%</td>
<td>$49.85</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$115,944.48</td>
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</tr>
<tr>
<td>Clerical/Administrative Assistant</td>
<td>1.00</td>
<td>$16.90</td>
<td>19.45%</td>
<td>$20.19</td>
<td>$11,856.00</td>
<td>$11,856.00</td>
<td>$54,017.47</td>
<td></td>
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<tr>
<td>Worker’s Comp</td>
<td>28.55</td>
<td>$473.57</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>$13,521.32</td>
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<tr>
<td>Unemployment</td>
<td>28.56</td>
<td>$18.36</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>(Fund-Wide Allocation per FTE)</td>
<td>$524.11</td>
<td></td>
</tr>
<tr>
<td>Dispatch</td>
<td>1.92</td>
<td>$3,789.12</td>
<td>(FTE is a total cost equivalent not to be used in other calculations.)</td>
<td>(FTE is a total cost equivalent not to be used in other calculations.)</td>
<td>(FTE is a total cost equivalent not to be used in other calculations.)</td>
<td>(FTE is a total cost equivalent not to be used in other calculations.)</td>
<td>$132,363.53</td>
<td></td>
</tr>
</tbody>
</table>

Sub Total Salary and Benefits $3,670,530.20

**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

**FTE Staffing Requirements**  
5.00 Patrol Deputies   1 Beat  
0.50 Detectives      1 Beat  
0.14 Captain for 30 Deputies  
0.14 Lieutenant for 16 Deputies  
0.00 Sergeant for 8 Deputies

**Special Pay**  
(Deputies/Detectives/Sgts.)  
Overtime 25.55 12,708.43 $ 324,700.47  
Shift Differential 25.55 1,058.80 $ 27,052.38  
Regular Over Budget 25.55 1,770.41 $ 45,483.93  
  $ 397,216.77

Sub Total Special Pay $ 397,216.77

**Part 2. Supplies and Rent**  
28.55 FTE total minus Dispatch  
Supply Cost 408.62 Per applicable FTE 11,666.69  
Ammunition 323.17 Per Sworn FTE 8,903.99  
Uniform Allowance 800.00 Per Sworn FTE 22,041.33

Sub Total Supplies 42,612.01

**Total Applicable FTE's**  
28.55
Worksheet Exhibit A.

Town of Fountain Hills
Maricopa County Sheriff's Office
Law Enforcement Reimbursement Costs and Charges
FY2020
(July 1, 2019 through June 30, 2020)

Part 3. Communications and Information Technology (IT)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sworn FTEs</td>
<td>27.56</td>
<td>$147,258.87</td>
</tr>
<tr>
<td>Information System Service</td>
<td>99.043 Annual Cost</td>
<td>$95,042.62</td>
</tr>
<tr>
<td>Monthly Radio Charges Vehicles</td>
<td>43.22 Per Month (12); 2 per Vehicle</td>
<td>Vehicles 15</td>
</tr>
<tr>
<td>Monthly Radio Charges Sworn</td>
<td>43.22 Per Month (12) per Sworn FTE</td>
<td></td>
</tr>
<tr>
<td>MDC Charges</td>
<td>41.36 Per Month (12) per Sworn FTE</td>
<td></td>
</tr>
<tr>
<td>I-Phone Monthly Charges</td>
<td>51.79 Per Month (12) per Device</td>
<td>Devices 7.55</td>
</tr>
</tbody>
</table>

Sub Total Communications and IT: $147,258.87

Part 4. Vehicles and Equipment

Vehicle Cost with Warranty: $45,052
Equipment Costs (Lights; Push Bar; Etc.): $17,345

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Annual Miles</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crown Vic patrol vehicles</td>
<td>$0.388</td>
<td>352,868</td>
<td>$136,912.78</td>
</tr>
<tr>
<td>Vehicle Depreciation</td>
<td>$0.360</td>
<td>352,868</td>
<td>$127,179.27</td>
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<tr>
<td>Equipment Depreciation</td>
<td>$0.050</td>
<td>352,868</td>
<td>$17,805.08</td>
</tr>
</tbody>
</table>

Sub Total Vehicles and Equipment: $281,897.13

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 Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)

Part 6. Indirect Cost Recovery
Indirect costs are recovered at 3%.

$136,185.45