

RESOLUTION NO. 2018-03

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COCONINO COUNTY SHERIFF'S OFFICE FOR LIMITED LAW ENFORCEMENT SERVICES WITHIN OAK CREEK CANYON.

WHEREAS, the Coconino County Sheriff's Office (CCSO) has primary law enforcement responsibility for unincorporated areas within Coconino County, including the Oak Creek Canyon area; and

WHEREAS, A.R.S. § 13-3871(1) allows for peace officer authority to be extended to another law enforcement agency with prior consent of the Sheriff of the county with primary jurisdiction; and

WHEREAS, A.R.S. § 11-952 allows for two or more public agencies to contract for services or jointly exercise any powers common to the contracting parties by entering into an intergovernmental agreement; and

WHEREAS, there exists a need in the Oak Creek Canyon area of Coconino County to supplement law enforcement services provided by CCSO with staffing provided by the Sedona Police Department ("SPD"); and

WHEREAS, for such purposes, an Intergovernmental Agreement conforming with A.R.S § 11-952 in all respects has been negotiated with the CCSO for limited law enforcement services.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that the City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Coconino County Sheriff's Office for law enforcement services and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED this 13th day of February, 2018 by the Mayor and Council of the City of Sedona, Arizona.




Sandra J. Moriarty, Mayor

ATTEST:



Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:



Robert L. Pickels, Jr., City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES BETWEEN THE
COCONINO COUNTY SHERIFF'S OFFICE AND THE SEDONA
POLICE DEPARTMENT**

This Intergovernmental Agreement ("IGA") is made as of February 20, 2018 (the "Effective Date") by and between **COCONINO COUNTY**, by and through its duly elected Board of Supervisors and Sheriff, and **SEDONA POLICE DEPARTMENT**, by and through its duly elected City Counsel and Police Chief, pursuant to authority granted to each entity under A.R.S. § 11-952 and A.R.S. § 13-3872.

Whereas, Coconino County Sheriff's Office ("CCSO") has primary law enforcement responsibility for unincorporated areas within Coconino County as authorized by A.R.S. § 11-441; and,

Whereas, A.R.S. § 13-3871(1) allows for peace officer authority to be extended to another law enforcement agency with the prior consent of the Sheriff of the county with primary jurisdiction; and,

Whereas, A.R.S. § 13-3872 provides that any two or more public agencies having and maintaining peace officers may enter into mutual aid agreements with respect to law enforcement and that a peace officer acting within the jurisdiction of any other public agency pursuant to a mutual aid agreement shall have full authority to act as a peace officer to the same extent as if he were a duly appointed, qualified and acting peace officer of such public agency; and,

Whereas, there exists a need in southern Coconino County to supplement law enforcement services provided by CCSO with staffing provided by the Sedona Police Department ("SPD"); and,

Whereas, SPD has adequate law enforcement staffing adjacent to southern Coconino County to provide this supplemental law enforcement assistance and activity,

Now, therefore, the parties enter into this IGA upon the following terms and conditions:

1. **Purpose.** The purpose of this IGA is to establish terms and conditions under which SPD will provide law enforcement assistance and activities in southern Coconino County.

2. Compensation.

- A. For the sum of the average hourly rate for the position level applied to the actual burdened hours (including response time, call time, and report writing) SPD agrees to provide law enforcement response to calls for service in the Oak Creek Canyon area of Coconino County in the following situations:
 - i. When a CCSO deputy assigned is on vacation and unavailable.
 - ii. When no other CCSO deputies are immediately available.
 - iii. When a CCSO deputy is committed to another call for service, court appearance, training, or is out of the area for any reason.
- B. Should SPD personnel be needed for court appearances, interviews, investigative purposes or other activities resulting from conducting law enforcement activities pursuant to this IGA, lodging and other actual costs incurred shall be reimbursed to SPD within 30 days after receipts are received by CCSO. In rare cases in which court appearances, follow up investigations, attorney interviews, or any activities related to SPD personnel are involved, any ongoing time commitments or utilization of SPD resources shall be compensated at the actual cost or rate for such services as determined by SPD.
- C. Payment to SPD for responses to calls for service under this IGA shall be made quarterly beginning on July 1 of each year. Billing for calls for service shall be sent to the Finance Division of CCSO at 911 Sawmill Road, Flagstaff, AZ 86001. The billings shall include a list of the calls for service, dates, associated department report numbers for each call, and a breakdown detailing hours, rates and supporting documentation.
- D. Any expenses of SPD which are not specifically identified in this IGA will be negotiated in good faith and authorized prior to payment.
- E. Annual budgeted amount not to exceed \$20,000.00.

3. Services to be provided.

- A. In the circumstances described in paragraph 2.A above, and at the complete discretion of SPD, SPD will respond to the following calls for service from Coconino County:
 - i. Crime reports.

- ii. Crimes in progress.
- iii. Search and rescue incidents.
- iv. Domestic violence calls.
- v. Traffic or public accidents.
- vi. Suspicious activity, including but not limited to calls for service involving suspicious persons or circumstances necessitating the response of on-duty officers.
- vii. Alarms.
- viii. Any other calls of an emergency nature or requiring an immediate response.

B. Calls for service do not include “routine patrol” (officer patrolling the area without a call for service, looking for suspicious persons or activity), routine traffic enforcement, or service of civil process by SPD.

C. Limitations and requirements:

- i. For any response into Coconino County conducted by SPD, a written report or incident documentation shall be completed by the responding officer and forwarded to the Patrol Division of CCSO within five working days, except as provided in 3.C.ii. below.
- ii. Exceptions to writing a report or incident documentation shall include calls for service in which there was a false alarm, a non-criminal incident, assists to other agencies, attempts to locate, or other types of routine service calls.
- iii. In order to expedite and simplify procedures, the responding SPD officers shall utilize SPD’s existing reporting forms, reporting procedures, and dispatching requirements in conducting responses in Coconino County jurisdiction.
- iv. Should a call for service develop into a major incident (including homicide, armed robbery, death, or a search and rescue activity); the responding SPD officer shall immediately cause CCSO to be notified. The responding officer shall stabilize the situation, initiate immediate efforts for life-saving, make any necessary arrests and enforcement activities, and document activities. For these events, a response from CCSO will be made as soon as

possible. The primary requirement for SPD is to stabilize the situation and maintain control until CCSO officials arrive on scene.

- v. The terms and conditions of this IGA shall not replace or affect any existing agreements or contracts between CCSO and SPD.

D. Notification Process/Procedures:

- i. Whenever a call for service is received in the dispatch center for an incident or request in Oak Creek Canyon, the dispatcher shall immediately contact the on-duty Patrol supervisor for CCSO and provide the information relating to the call for service. The on-duty supervisor shall make the determination whether to send CCSO deputies or to request dispatch to contact SPD and request the response. The on-duty supervisor has the responsibility to determine and communicate to dispatch who will respond to the call.
- ii. Whenever a call for service in the Oak Creek Canyon District is transferred to SPD, the responding SPD officer may either utilize SPD communications or communicate through the CCSO dispatcher in Flagstaff. Radio usage of any necessary Coconino County frequencies is authorized to any responding SPD personnel.

4. Term and Termination.

- A. This IGA shall commence on the Effective Date and remain in effect until December 31, 2019.
- B. Either party may choose to terminate this IGA at any time for any reason upon 30 days' written notice to the other party.

5. Amendment. Renegotiation of the terms of this IGA may be necessary for financial or operational reasons. This IGA may be amended only by a written agreement signed by both parties.

6. Extending Duration of IGA. This IGA will automatically renew every two years for an additional two-year term, unless terminated by either party.

7. Waiver and Indemnification.

Each party hereby waives any and all claims, demands and causes of action against the other party arising out of activities undertaken pursuant to this IGA. Each party shall be solely responsible for any claims, demands and causes of action filed by third parties arising out of the activities of its personnel pursuant to

this IGA (including but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees, including attorney's fees). Each party shall indemnify and hold harmless the other party from and against any and all claims, demands, causes of action, costs or expenses arising out of the activities of its personnel pursuant to this IGA, but only to the extent of the percentage of fault attributed to the indemnifying party's personnel.

8. Insurance:

Both parties will maintain adequate liability insurance for law enforcement liability, general liability, and automobile liability sufficient to support the indemnification clause within this IGA, and workers' compensation insurance as required by State law for its staff.

9. Cancellation for Conflict of Interest.

This Agreement may be cancelled in accordance with the provisions of A.R.S. § 38-511.

10. Non-Discrimination.

In their performance of this Agreement, both parties shall comply with Executive Order 2009-09, which mandates that all persons regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

11. Applicable Law.

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

12. Audit.

In addition to the report requires as provided for above, the parties shall retain all data, books, and other records ("records") relating to this Agreement for a period of five (5) years after completion thereof. All records shall be subject to inspection and audit by the parties at reasonable times. Upon request, the parties shall produce the original of any or all such records for inspection and/or copying.

13. Certification of Contracting Agencies

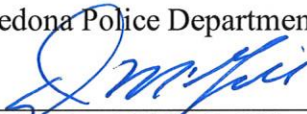
As certified by their signatures below, this Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the

State of Arizona to those parties of the Agreement represented by the undersigned attorneys.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA as of the Effective Date.

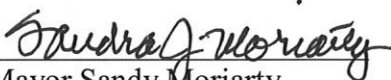
CITY OF SEDONA:

Sedona Police Department



Chief David W. McGill

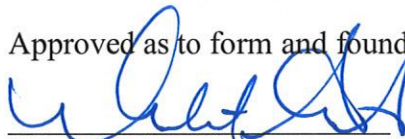
Date 3/19/2018



Mayor Sandy Moriarty

Date 3/22/18

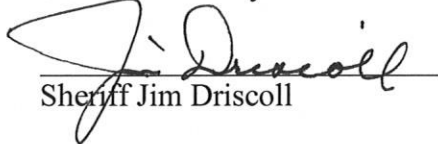
Approved as to form and found to be within the powers granted to Arizona counties.



City of Sedona Attorney

COCONINO COUNTY:

Coconino County Sheriff's Office



Sheriff Jim Driscoll

Date 2/27/18

ATTEST

Coconino County Clerk of the Board



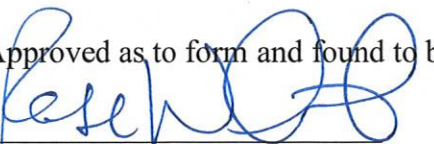
Coconino County Board of Supervisors



Matt Ryan, Chairman

Date 2/20/18

Approved as to form and found to be within the powers granted to Arizona counties.



Deputy Coconino County Attorney