

**INTERGOVERNMENTAL AGREEMENT
FOR
WARRANTS RECORD KEEPING SERVICES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is made this day of _____, 2023

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County")

AND

THE CITY OF FLAGSTAFF, a municipal corporation, of 211 West Aspen Avenue, Flagstaff, Arizona 86001 (hereinafter the "City")

WHEREAS:

- A. Pursuant to ARS §§11-401 through 11-424.02 and 11-441 through 11-459 the County, through the Coconino County Sheriff, operates the Coconino County Sheriff's Office which includes keeping records of outstanding arrest warrants and other records; and
- B. Pursuant to its City Charter and ARS §§22-402 and 9-499.01, the City operates the Flagstaff Police Department and the Flagstaff Municipal Court (hereinafter "City Court") which includes keeping records of outstanding arrest warrants and current orders of protection; and
- C. Pursuant to ARS §11-952, the City and the County may contract for services and jointly exercise common powers.

THEREFORE, in consideration of their mutual promises herein, the parties hereto agree as follows:

1. City Responsibilities

The City will provide accurate and timely information to the County under this Agreement with regard to arrest warrants (hereinafter "Arrest Warrants", together with court orders, correspondence, and other information concerning their validity, quashing, and/or modification. The City will be responsible for all liability arising out of its failure to provide such accurate and timely information. The City shall convey all such documents or communication to Coconino County exclusively by hand delivery to the Sheriff's Office located at 911 E Sawmill Rd. Flagstaff, AZ, If the City is provisioned with Justice Web Interface (JWI) or any other electronic means of access, this IGA must be amended and updated with cyber requirements for the City.

2. County Responsibilities

The County will provide the following record keeping services for the City:

- a. Enter all Arrest Warrants delivered to the County by the City into the Coconino County Sheriff's Department (CCSO) computer system and the Arizona Criminal Justice Information System (ACJIS) within fourteen (14) days after receipt thereof.
- b. Maintain alphabetical files of original Arrest Warrants and provide timely responses to inquiries with regard to those Arrest Warrants.
- c. Maintain copies of correspondence, court orders and other court documents related to outstanding Arrest Warrants until those Arrest Warrants are removed from the CCSO and ACJIS computer system.
- d. Research, complete and return to the Arizona Department of Public Safety (DPS) audit/validation sheets for ACJIS within the indicated time limit.
- e. Immediately remove Arrest Warrants from the CCSO and ACJIS computer systems upon notification that:
 - i. the subject thereof has been arrested,
 - ii. the Arrest Warrant has been quashed by City Court, or
 - iii. the City has requested the Arrest Warrant to be removed.
- f. Notify City Court when persons are arrested outside of Coconino County pursuant to an Arrest Warrant issued by City Court.
- g. Make all necessary contacts and arrangements for the extradition and return to Coconino County of persons arrested outside of the State of Arizona pursuant to an Arrest Warrant, including requesting that the County Attorney's office obtain a Governor's Warrant, if necessary.
- h. Return Arrest Warrants to City Court when:
 - i. the subject thereof has been arrested pursuant to the Arrest Warrant,
 - ii. the Arrest Warrant has been quashed, or
 - iii. requested to do so in writing by City Court.

3. Term

This Agreement commences on date of signature and runs for an initial period through June 30, 2023. Thereafter, unless terminated under the terms hereof, this Agreement is automatically renewed each year for an additional one-year period (hereinafter a “Period”) commencing on the first day of July after the expiration of the initial period or a Period subsequent thereto, for up to five renewal periods. Effective as of the date hereof, this Agreement shall replace the Initial Agreement, as amended, in its entirety, and the Initial Agreement shall terminate immediately without further action.

4. Termination

This Agreement may be terminated at the end of a Period by any party hereto upon written notice of termination delivered to the other party prior to the first day of April in the Period preceding the next renewal date.

5. Payment for Services

1. The methodology for charging warrants splits costs based on the number of warrants processed.
2. The County will issue invoices to the City for their pro-rata share of the cost of warrant services on a bi-annual basis (every 6 months).
3. In the event that the cost of providing warrant services exceeds the amount budgeted the County and City will each pay their respective pro-rata share of any such overrun within ninety (90) days after the end of the Period in which the overrun occurs.
4. In the event that the cost of providing warrant services is under the amount budgeted, the County and City will each receive a credit for their respective pro-rata share of any such credit within ninety (90) days after the end of the Period in which the overrun occurs.

6. Recalculation of Percentages

The County and the City will pay their pro rata share of the cost of record keeping services for initial period as set forth in Exhibit A.

Thereafter, the County and the City will pay their respective pro rata share for record keeping services in a Period which reflect their respective share of the Arrest Warrants, pursuant to this Agreement in the preceding Period.

7. Replacement Equipment

The cost of future replacement of equipment necessary to provide record keeping services to the County and the City will be paid proportionately by the County and the City. The percentage to be paid by each party will be the average of the percentages paid by each party for the operations under this Agreement for the three Periods prior to the Period in

which the replacement of equipment takes place.

8. Unanticipated Matters

Unanticipated costs and revenues occurring under this Agreement will be allocated by agreement of the parties Authorized Representatives who are designated as follows:

- a. City - Deputy Chief of Support Services, Flagstaff Police Department (FPD)
- b. County - Chief Deputy, Coconino County Sheriff's Office (CCSO)

9. Confidentiality

The parties shall comply with all applicable local, state, and federal confidentiality and privacy laws and regulations. Nothing in this Agreement shall require or be construed to require either party to violate such provisions of law or subject either party to liability or render such party to breach of this Agreement for adhering to such provisions of law. Confidential Information may include, but is not limited to personally identifiable health information, and other personally identifiable information such as financial, employment, or police records ("Confidential Information")

A. Confidential Information may be supplied to a Party solely for the purposes of performance under this Agreement and each Party agrees not to use this data for any other purpose or to disclose the data to any third party. Each Party shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to each Party's performance under this Agreement.

Each Party agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Arizona Public Records Law, A.R.S. § 39-121.01 or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.

B. Any violation by a Party to this agreement of any provision under this

Confidential Information section shall constitute a material breach of this Agreement, and as such each Party shall have the right to terminate the Agreement immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the other Party of its obligations to the Confidential Information section to include injunctive relief.

10. Indemnity

Each party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney’s fees, (hereinafter referred to as “Claims”) arising out of this Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor its officers, officials, agents, servants, employees or volunteers under this Agreement, and in the City’s case, when a claim, loss, liability, cost or expense arises out of the City’s failure to provide accurate and timely information as specified in Paragraph 1, above.

The City and the County shall each obtain and maintain law enforcement legal liability, cyber liability, automobile liability and workers’ compensation insurance in such amounts as may be required to protect themselves from claims, damages or other losses as described in this Section and shall designate each other as an additional insured on said policies of insurance (except for workers’ compensation and cyber liability) with respect to such claims, damages or losses.

11. Amendment and Entirety of Contract

This document constitutes the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

12. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the party’s subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

13. Cancellation of Agreement

This agreement may be cancelled pursuant to A.R.S. § 38-511.

14. Non-discrimination

Each party shall comply with Title VII of the Civil Rights Act of 1964, as amended, the

Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. Each party shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Each party shall comply with Title 6 of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Independent Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

15. No Authority To Bind Other Party

Neither party has authority to enter into contracts or agreements on behalf of the other party. This Agreement does not create a partnership between the parties.

16. Notice

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the Party or by certified mail-return receipt to the Party's place of business as set forth above.

17. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Arizona.

18. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

19. Insurance

a. Each party shall provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

Law Enforcement Legal Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate.

\$1,000,000 per occurrence
\$2,000,000 policy aggregate

Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or

“scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

\$1,000,000 Coverage Single Limit

Workers’ Compensation with statutory limits and Employer’s Liability Limits of no less than
\$1,000,000 each accident
\$1,000,000 disease - each employee
\$1,000,000 disease- policy limit

- b. Each party shall name the other party, its agents, officials and employees as additional insureds for Law Enforcement Liability and Cyber Liability with respect to this agreement, and shall specify that the insurance afforded by the party shall be primary insurance and that any insurance coverage carried or self-insurance by the other party or its employee shall be excess coverage and not contributory insurance to that provided by the party. Said policies shall contain a severability of interest provision.
- c. Each party agrees to comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the other Party, its officers, agents, employees and volunteers for losses arising from work performed by the Party, its officers, agents, employees or volunteers.
- d. Failure on the part of either Party to procure and maintain the required liability and workers’ compensation insurance and provide proof thereof to the other Party within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which the other Party may immediately terminate the Agreement. Within ten (10) days of signing this Agreement, each party shall furnish the other party with copies of a Certificate of Insurance drawn in conformity with the above insurance requirements.

20. Dispute Resolution

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an

indispensable Party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the Parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

21. Audit and Inspection

The Parties agree that each shall have the right at reasonable times and places to inspect, copy and audit any books, accounts, time cards, correspondence or any other records or documents which are used to determine the performance or cost of the services to be performed under this Agreement. Audit and inspection costs shall be borne by the Party requesting the audit or inspection.

Reasonable times and places is defined to mean between 8 a.m. and 5 p.m. Monday through Friday in the Administrative Offices of the Party whose documents are being audited or inspected. Either Party shall have access to and the right to examine any directly pertinent books, documents, papers and records of the other Party related to this Agreement for a period of two (2) years after final payment for a Period under this Agreement.

22. Force Majeure

No Party shall be liable to any other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Becky Daggett, Mayor

By _____
Patrice Horstman
Chairwoman, Board of Supervisors

ATTEST:

ATTEST:

City Clerk

Lindsay Daley, Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Deputy County Attorney

**EXHIBIT A
EXAMPLE IGA % CALCULATIONS**

TOTAL FACILITIES																
	Basis	Total	FPD		Sheriff		Sheriff Page		SAR		County		Jail		Page Jail	
Operations	Square Footage	205,661	29,900	14.5%	18,736	9.1%	3,265	1.6%	9,500	4.6%	2,888	1.4%	130,062	63.2%	11,310	5.5%
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			0	0.0%	20	4.6%	82	18.8%		
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			0	0.0%	2,888	2.3%	122,354	97.7%		(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			0	0.0%	2,888	1.6%	130,062	71.6%		(Flag Campus)
MAINTENANCE																
	Basis	Total	FPD		Sheriff		Sheriff Page		County		Jail		Page Jail			
Operations	Square Footage	196,161	29,900	15.2%	18,736	9.6%	3,265	1.7%	2,888	1.5%	130,062	66.3%	11,310	5.8%		
Snow Plow	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Landscape	Parking Spaces	436	219	50.2%	115	26.4%			20	4.6%	82	18.8%				
Utilities	Square Footage	125,242	0	0.0%	0	0.0%			2,888	2.3%	122,354	97.7%				(Jail Only)
Natural Gas	Square Footage	181,586	29,900	16.5%	18,736	10.3%			2,888	1.6%	130,062	71.6%				(Flag Campus)
CUSTODIAL																
	Basis	Total	FPD		Sheriff		County		Jail							
Operations	Square Footage	59,232	29,900	50.5%	18,736	31.6%	2,888	4.9%	7,708	13.0%						
Utilities	Square Footage	56,344	29,900	53.1%	18,736	33.3%	0	0.0%	7,708	13.7%	(LEAF Bldg Only)					
Reclaimed Water	Parking Spaces	436	219	50.2%	115	26.4%	20	4.6%	82	18.8%						
*note - Parks & Rec pays for the meter at Sawmill Park. When the meter is on, they pay their portion of the reclaimed water billing based on the meter reading																
WARRANTS																
	Basis	Total	City Court		Sheriff											
Operations	Number of Warrants	5,876	3,400	57.9%	2,476	42.1%										
RECORDS																
	Basis	Total	FPD		Sheriff		Jail									
RMS Records (Incidents / Bookings)		27,945	17,335	62.0%	3,848	13.8%	6,762	24.2%								
Less Discount for Records not Disseminated 25%																