

INTERGOVERNMENTAL AGREEMENT

Between

COCONINO COUNTY

A political subdivision of the State of Arizona

AND

CITY OF FLAGSTAFF

An Arizona municipal corporation

For

CRIMINAL JUSTICE COORDINATING COUNCIL MANAGEMENT

This INTERGOVERNMENTAL AGREEMENT (hereinafter the "IGA") is made and entered into this ___ day of _____, 2025,

BETWEEN

CITY OF FLAGSTAFF, an Arizona Municipal Corporation, of 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

AND

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

WHEREAS:

- A. The City and County are authorized to enter an IGA pursuant to Section 11-952 of the Arizona Revised Statutes authorizing the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and
- B. The City and County previously entered into an IGA commencing on the 5th day of April 2005, for the unified implementation and support of the Coconino County Criminal Justice Coordinating Council (hereinafter the "CJCC). The parties now wish to enter into a new IGA for the provision of CJCC management; and
- C. The County is willing to employ a qualified candidate to fill the position of CJCC Director with the duties and responsibilities of the position as set forth by the CJCC Board of Directors; and
- D. Upon hire, and while employed, the County is willing to pay one hundred percent (100%) of the employee's salary and benefits (ERE); and
- E. The County is willing to pay one hundred percent (100%) of the employee's operating expenses; and

- F. The City is willing to reimburse the County fifty percent (50%) of the employee’s salary and benefits (ERE); and
- G. The City is willing to reimburse the County fifty percent (50%) of the employee’s operating expenses.

THEREFORE, in consideration of their mutual promises set out herein, the City and County agree as follows:

1. The County will employ a qualified candidate to provide the required supports to the CJCC in the role of CJCC Director for an annual compensation not to exceed \$125,000 (hereinafter the “compensation”) not including benefits (ERE). The qualified candidate may be a County employee or independent contractor of the County.
2. The City will reimburse the County for one-half (1/2) of the annual compensation not to exceed \$62,500, not including benefits (ERE).
3. The City will reimburse the County for one-half (1/2) of the cost of the employee related benefits (ERE).
4. The County will provide annual operating expenses not to exceed \$25,000.
5. The City will reimburse the County for one-half (1/2) of the annual operating expenses not to exceed \$12,500.
6. The County will issue regular invoices to the City at the beginning of each quarter of the fiscal year, to be paid in advance. The City will pay such invoices within Forty-five (45) days after receipt thereof. The second invoice of a fiscal year (quarter two) will be adjusted to include any variance from budgeted to actual costs resulting from actual activity in the prior fiscal year.
7. This IGA will commence on January 21, 2025, and remain in effect through December 31, 2030.
8. This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes 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.
9. The failure of either party at any time to require performance by the other party of any provisions hereof will 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 will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.
10. Any notice given in connection with this IGA must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the address given below for the party to be notified:

If to the City:
 City Manager
 City of Flagstaff
 211 West Aspen
 Flagstaff, Arizona 86001

If to the County:
 Clerk of the Board of Supervisors
 Coconino County
 219 East Cherry Avenue
 Flagstaff, Arizona 86001

11. Any dispute under this IGA or related to this IGA will be decided in accordance with the laws of the State of Arizona.

12. If any part of this IGA is held to be unenforceable, the rest of the IGA will nevertheless remain in full force and effect.
13. This IGA is subject to the cancellation provisions of Section 38-511 of the Arizona Revised Statutes.

IN WITNESS WHEREOF the parties hereto have executed this IGA as of the date herein indicated.

CITY OF FLAGSTAFF

COCONINO COUNTY

By _____
Becky Daggett
Mayor

By _____
Patrice Hortsman
Chair, Board of Supervisors

ATTEST: _____
Stacy Saltzburg
City Clerk

ATTEST: _____
Lindsay Daley
Clerk of the Board

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:

City Attorney
City of Flagstaff

Deputy County Attorney
Attorney for Coconino County