

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF

GOODYEAR

AND

MARICOPA COUNTY

on behalf of the Sheriff's Office

C-50-24-____-X-00

July 1, 2024 through June 30, 2027

Plus One, Three-Year Automatic Renewal

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**Agreement for Law Enforcement Services
between City of Goodyear
and Maricopa County
on behalf of the Sheriff's Office
C-50-24-____-X-00**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into _____, 2024 between the City of Goodyear, an Arizona municipal corporation ("Goodyear" or "City") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO"), together the "Parties."

RECITALS

WHEREAS, Goodyear has the jurisdiction and responsibility, 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, Maricopa County has provided continuous contracted Law Enforcement Services for a certain area for the City of Goodyear for many years and the current contract will expire June 30, 2024; and

WHEREAS, Goodyear desires to enter into this Agreement with Maricopa County whereby the Maricopa County Sheriff's Office will provide Law Enforcement Services to Goodyear; the following terms and conditions are provided.

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.

Annual Cost Notification Letter means the letter from the MCSO to the City that is issued by February 20 of each year with the updated Worksheet **Exhibit A**, indicating the costs for the next fiscal year.

Automatic Renewal Period means the period of time following the Initial Term of this Agreement as established in Section D. below whereby this Agreement automatically renews for another term if neither party has provided notice to discontinue.

Basic Law Enforcement Services means patrol, responses to emergency calls, incident response, calls for service responses, arrests of suspects, dispatch and communications services, crime investigations, community crime prevention and awareness programs and activities; and vacation watch.

Beat means the basic increment of Law Enforcement Services used in determining service levels and cost. One beat = 1 deputy posted 24 hours per day x 7 days per week. One beat of service requires five (5) Law Enforcement Officer FTE to staff plus corresponding FTE increments from the FTE staffing requirements plus corresponding facilities, vehicles, equipment, supplies, technology, and dispatch communication services.

Board means the Maricopa County Board of Supervisors or “BOS”.

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

City means Goodyear, an Arizona municipal corporation.

City Chief of Police means the City’s Chief of Police of the City of Goodyear, or his/her authorized designee.

City Council means the Mayor and City Council of the City of Goodyear.

City Manager means the City Manager of the City of Goodyear or authorized designee.

Complaint means an allegation of employee misconduct. The complaint may be made verbally or in writing, in person, by phone, by mail, or online; and may be by the individual complainant, someone acting on the complainant’s behalf or anonymously; and with or without a signature.

Contracted Level of Service means the number of beats or fractions of beats and the component resources that support the Agreement and are incorporated in Worksheet Exhibit A.

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

Day means calendar day.

Deputy means sworn Law Enforcement Officer (LEO) for the Maricopa County Sheriff’s Office and can also be referred as “Detective”; “School Resource Officer”; and “Traffic Enforcement Officer.”

District means MCSO designated regional sub-division for County Law Enforcement that is supported by a designated substation or stations depending on the size and population of the area serviced.

District Commander means the Captain or designated Commander with a rank of Lieutenant or higher of the Sheriff’s Office or, if applicable, the substation located within the corporate limits of City or City 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) is a standard measure of unit for budgeted personnel that makes workloads comparable across the organization.

FTE Staffing Requirements means the calculated allocation of FTE per market range title/position per “unit” (e.g., beat, position type) required to staff one Beat of service for basic law enforcement service.

Indirect Cost Recovery means a predetermined percent applied to this contract’s direct service costs to recover MCSO general administrative services costs such as Human Resources; Budget and Finance; Procurement; Executive Administration; Professional Standards Bureau, Sworn Officer Training; Risk Management; Fleet Management; and certain technology costs, which are not covered elsewhere in this Agreement.

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

Non-Renewal Notice means an official communication by either party to the other party by April 15 of the last year of the Initial Term stating they do not desire the automatic renewal term to take effect.

Optional Law Enforcement Services means continuing additional positions requested by the City for service beyond the FTE Staffing Requirements for Basic Law Enforcement Service, and generally limited to contracts of one beat of service or more. Examples include traffic deputies, School Resource Officers, Community Policing Deputies, Crime Analysts, supplemental Clerical, and additional supervisory positions.

Other Law Enforcement Services means supplemental and/or specialized law enforcement resources that are available within MCSO and deployed as necessary in special situations. Or that occur daily and are not included in Worksheet Exhibit A. Examples include: Aircraft--helicopter and drones; Bomb Squad, Canine, Command Posts; Counter Terrorism; Crime Lab; Mounted Patrol; Posse Coordination; Property and Evidence; Special Investigations Division, Specialized Weapons and Tactics (S.W.A.T.); Traffic Enforcement methods and Accident Investigations; and required Arizona Peace Officer Standards Training to maintain certifications, Records and ID, and prisoner transport.

Report means a regular (monthly, annual) Sheriff's Office communication that includes calls for service, crime, criminal activity, arrests, response times in report format to the City compared with information and crime statistics from previous periods.

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

Staffing Allocation Factor means the FTE to staff one of three types of posts: 24-hour /7 post (5) FTE; 8 hour/ 7 day post (1.67) FTE; an 8 hour /5 day post (1.19) FTE.

Transitional Start Up Phase means any time period up to 12 months between when the Agreement or an amendment to the Agreement to increase services is approved through the time that contracted level of service and equipment is attained or stabilized.

Worksheet (Exhibit A) means the annualized cost detail information page(s) for the contracted level of service. This is updated annually and is the basis for monthly billing amounts.

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 following address:

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

If to the MCSO: Russ Skinner, Sheriff
Maricopa County
550 West Jackson Street
Phoenix, Arizona 85003

Stephanie Molina, Chief Deputy
Maricopa County Sheriff
550 West Jackson Street
Phoenix, Arizona 85003

If to the City:

Chief of Police
Goodyear Police Department
City of Goodyear
11 N 145th Ave
Goodyear, Arizona 85338

Roric Massey, City Attorney
City of Goodyear
1900 N Civic Square
Goodyear, AZ 85395

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, 2024 (the "Effective Date") following approval by the City Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2027 (the "Initial Term"), unless terminated pursuant to **Section I, Subsection F** of this Agreement or continued through automatic renewal pursuant to Section I, **Subsection D** of this Agreement.

This Agreement can be extended past the three-year automatic renewal term by Amendment approved by the Parties prior to the automatic renewal end date (06/30/2030).

D. Automatic Renewal

This Agreement will automatically renew for up to three (3), successive one-year terms, (each, an "Additional Term"), with all the terms of this Agreement in effect, unless renegotiated or terminated pursuant to **Section I, Subsection F** below. Costs shall be revised annually per **Section III.A.** 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 City Council and the Board of Supervisors and (2) signed by both parties.

F. Termination

1. Non-renewal notice. Either party shall have the right to exercise non-renewal of this Agreement by sending a Non-Renewal Notice to the other party not later than April 15 of the last year of the initial term (2027).
2. Without Cause. Either party shall have the right, upon six (6) months written notice to the other party, to terminate this Agreement without cause.

3. 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. Maricopa County is self-insured and any claims for which Maricopa County is found legally liable are paid under the Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund, adopted January 14, 2015. Maricopa County has no legal right to extend or convey "Additional Insured" status to the City.
- 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.
- 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.

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 City.
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 MCSO 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 City shall not indemnify, defend or hold harmless the County, but the County shall indemnify the City, 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 MCSO which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the MCSO 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 City, 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.

Audit requests will be limited to information that does not exceed three most recent fiscal years closed.

J. Construction of Agreement

1. Superseding Prior Agreements. This Agreement replaces and supersedes any existing Agreement for Law Enforcement Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties executed June 27, 2018 (C-50-18-076-3-00) and Amendment 1 to that Agreement, executed August 1, 2019 (C-50-18-076-3-01).
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, Law Enforcement Services, 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 City of Goodyear in any State or Federal Court.
5. Counterparts. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
6. Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be interpreted in accordance with Arizona law. Any litigation arising from the agreement, or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
7. Compliance with Civil Rights. The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.
8. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Parties acknowledge that under this IGA no employee of the City is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation,

occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

9. 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 City while performing the responsibilities imposed by this Agreement.
10. 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.)
11. 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.
12. 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. LAW ENFORCEMENT SERVICES

The Sheriff's Office shall provide Law Enforcement Services at the level of patrol beats set forth in the Worksheet (**Exhibit A for FY 2025**), attached hereto as and incorporated herein by reference.

Contracted service levels are supported by quantitative and qualitative data such as population, crime, number of calls for service, call for service response times and proximity to MCSO substation for backup support. MCSO will deploy its resources in the safest and most efficient way. Requests for changes in service levels will only be considered with optional additional service items or sustained quantifiable reductions in demand indicators such as population, calls for service, and crime rates.

A. Service Provision

1. Scope of Services. The County, by and through the MCSO, shall provide the Law Enforcement Services described in this Agreement within the specified area (Exhibit C.) of incorporated limits of the City and at the contracted level of service (Exhibit A.). The MCSO shall investigate and enforce criminal violations of state statute and city code within that area. The City shall be primarily responsible for non-criminal City Code/Ordinance code enforcement violations and may request assistance with the Sheriff. The Chief of Police and the District Commander shall establish between themselves the MCSO duties and responsibilities pertaining to the City code violations, animal control issues and other local enforcement services that fall within the definition of Law Enforcement Services within this Agreement.
2. Response Times. Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. 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 City upon request.

- b. Should the City choose to amend this agreement and deploy a minimum of one (1) full time beat, Emergency Priority 1 Calls shall have a deputy on scene within five (5) minutes or less. Detail on Emergency Priority I 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 City.
- c. It is mutually understood that due to the City's current deployment of less than one beat, the guarantee of deputy response times as noted in section II.2.b above is not feasible. Based on the City's current deployment of 0.24 beat, Emergency Priority 1 Calls the Sheriff's Office shall make all reasonable efforts to have a deputy on the scene within fifteen (15) minutes or less at a minimum of 90% of the time. Details on Emergency Priority I responses taking longer than fifteen (15) minutes to arrive on scene after dispatched will be furnished by the Sheriff's Office upon request from the City. In the event the City becomes concerned over deputy response times, the City wishes to have guaranteed response times outlined in section II.2. b above, the City shall have the option to amend this agreement to increase level of service to a minimum of one (1) full time beat.
- d. Parties acknowledge that the MCSO's special response resources shall be deployed within the City, when necessary, as determined by the Sheriff, for public safety. Such resources include:

Aviation (Helicopter and Drones)
Reserve and Posse Coordination and Resources
Specialized Response (K-9 Units, Technical Operations Unit(s), Special Vehicles)
Command Posts
Specialized Weapons and Tactical Response (SWAT)

- 3. MCSO Presence. MCSO presence within the City's jurisdiction is determined by the contracted level of service provided for in Worksheet (**Exhibit A.**) of this Agreement.
- 4. Citation into City Court. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the City shall be cited into the Magistrate Court designated by the City.

B. Establishment of Service Priorities

- 1. Personnel Utilization. District personnel shall be deployed and utilized in the safest, most efficient manner to meet the needs of the City and MCSO, as determined by the District Commander in consultation with the Chief of Police and within the overall contracted level of service.
- 2. Setting Priorities. The District Commander and the City Chief of Police shall meet at least once each quarter to review progress and establish priorities for the delivery of Law Enforcement Services as desired by the City and that align with the priorities of the City and MCSO. Changes in priorities shall be supported by monthly incident report data and City-specific needs and reviewed by MCSO. Priorities shall be communicated through the appropriate MCSO chain of command to the patrol units providing Law Enforcement Services within the City's jurisdiction.
- 3. Criminal Activity Increases. If the MCSO, acting through the District Commander in consultation with the City Manager, observes that criminal activity is dramatically

increasing in the City, the MCSO will temporarily deploy support units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental or optional service will be supported by relevant crime and incident data. Short term or incidental deployments of additional resources will be at no additional cost to the City. Deployments of additional resources in excess of three months will prompt a cost proposal for reimbursement via an amendment to this Agreement and a review of the contracted level of Service for future right sizing. 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 nine (9) months.

4. Beat formula and continuous coverage. The staffing allocation factor, FTE staffing requirements, and Special Pay are intended to cover shift overlap, sick leave, vacation leave, normal short-term leaves and training. MCSO will make every effort to continuously staff to contracted levels of service, prioritizing Basic Law Enforcement Service.

Amendments to change the service levels in this Agreement shall be made in accordance with **Section I, Subsection E** of this Agreement.

C. Maintenance of Sheriff's Substation

[This section left blank intentionally.]

D. Community-Oriented Policing

The City Chief of Police will ensure that policies and procedures consistent with the Sheriff's Office rules and regulations are instituted which facilitate efficient and effective communication between local public access and the Sheriff's Office. The District Commander shall ensure that policies and procedures are 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. Maricopa County Sheriff Directs Operations of Deputies. The City Chief of Police or authorized designee is responsible for coordinating all Law Enforcement Services within the City as well as conveying the wishes of the City Council to the District Commander with respect to Law Enforcement Services. While the City's designee shall have no chain of command authority to direct the operations of the deputies from the MCSO, such authority being reserved to the Maricopa County Sheriff pursuant to **Section II, Subsection E (3)**, below, the parties to this Agreement understand that the City expects the MCSO to reasonably respond to its needs for Law Enforcement Services as communicated through the City Chief of Police or authorized designee. The District Commander shall, at all times, consider the request of the City Chief of Police or City's authorized designee with respect to the implementation of Law Enforcement Services.
2. Deputy Performance. 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. Citizen Complaints. MCSO employees are trained to consistently perform their duties with professionalism and accountability. Citizen Complaint and Comment Forms are available

from deputies, on-line, and from the District Facilities. Complaints will be processed through the MCSO according to policy.

4. Removal of Assigned Staff. The City, acting through the City Chief of Police shall have the right to request in writing that any staff assigned to service within the City by the MCSO be reassigned or otherwise removed from service within the City. When such request is made, the MCSO 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. 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.** of this Agreement. Reports will be presented consistent with current MCSO reporting technology and reporting formats.
2. Information Requests. Requests for additional information by the City that are applicable to this Agreement will be in writing to the MCSO Executive Chief of Enforcement.

III. REIMBURSEMENT COSTS AND CHARGES

A. Reimbursement for Law Enforcement Services

Worksheet to Determine Reimbursement Amount. The City agrees to reimburse the MCSO for all Law Enforcement Services rendered as outlined in the attached Worksheet(s) (**Exhibit A.**) for the first year (July 1, 2024 through June 30, 2025) of the Initial Term (July 1, 2024 through June 30, 2027) of this Agreement.

The Worksheet (Exhibit A) template and calculation methodology is used for all MCSO contracted law enforcement services with Cities and Cities and is updated annually.

B. Annual Review of Costs

The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The MCSO recognizes the City's need to have information early for its budget and planning process.

1. Annual Cost Notification. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the MCSO will provide the City an annual cost notification letter with an updated Worksheet (**Exhibit A.**) with Law Enforcement Services charges for the coming fiscal year.
 - a. Unforeseeable and Unavoidable Cost Increases. Unforeseeable and unavoidable cost increases that are applicable to all contracts and are effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A.**) can only be passed through to the City pursuant to an amendment to this Agreement. Examples of items might include mandated changes to FTE staffing requirements, safety standards or reporting requirements, or acquisition and use of new equipment that is policy mandated.
 - b. Explanation of Cost Changes. An explanation from the MCSO of cost variances by Worksheet Exhibit A section from the current fiscal year will be explained in the Annual Cost Notification Letter.
2. The MCSO, the County or the City cannot arbitrarily change costs. Each annual worksheet proposal shall employ consistent methodology applicable to all MCSO contract cities and City.

The annual office-wide general fund vacancy rate from the previous fiscal year ended may be applied to the next annual Worksheet Exhibit A. Special Pay section when continuous vacancies result in unfilled posts and extraordinary overtime across the MCSO Patrol Districts. An extraordinary, sustained vacancy rate would be greater than 8%.

C. **Explanation of Charges**

The MCSO annual Worksheet (**Exhibit A.**) shall be beat-driven and prepared with the following sections:

- l. Personnel Services. The methodology used for calculating Personnel Services is a cost recovery using FTE (full-time equivalents) that align with the contracted level of service. The contracted level of services under this agreement is **.24 of a beat.**

- a. Annual full-time hours per FTE (full time equivalent) are 2088.
- b. Average Hourly Base Pay: The MCSO Patrol district-wide hourly pay average by market range title according to County payroll system data for the current fiscal year.
- c. The Variable Benefits Rate Charge (retirement system, FICA and Medicare) using the retirement system applicable to the position type, is the current fiscal year rate.
- d. The Fixed Benefit (Health Care costs) amount is the current-year fixed benefit annual cost.
- e. Workers Compensation and Unemployment are employer payroll expenses and are allocated per FTE.
- f. Computation of personnel for this Agreement is as follows:

The basic increment of Law Enforcement Services for providing one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year post is the Beat. It takes five (5) patrol deputies to cover one beat of law enforcement service plus additional specific staffing requirements, and other items listed in **Section I. General Provisions. A. Definitions** of this Agreement.

The formula for staffing requirements per beat shall be:

FTE Staffing Requirements			
Market Range Title/ Position	FTE Allocation	Allocation	Unit
Patrol Deputies (LEO)	5	1	Beat
Detectives (LEO)	0.5	1	Beat
Sergeant	1	8	Law Enforcement Officers
Lieutenant	1	18	Law Enforcement Officers
Captain (LEO Commander)	1	30	Law Enforcement Officers
Clerical/Admin Assist.	0.14	1	Beat

- g. Dispatch charges are applied as an FTE equivalent.

The calculation is based on the City's incidents as a percent of all incidents and that percent is applied to previous year's actual Dispatch costs. That cost is then converted to an FTE based on the current average annual salary and benefits for the emergency dispatcher market range title.

- h. The City may request and fund additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. In all cases, the contracted supervisory personnel (Sergeant, Captain, and Lieutenant) FTE

staffing in aggregate must meet minimum requirements for supervisory personnel that coincide with FTE staffing requirements. Such requests must be consistent with **Section II. B. 3.** prior to incorporation into Part I, Personnel Services, of the Worksheet (**Exhibit A**). Any additional allocations are contingent upon MCSO's ability to staff them.

- i. The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. 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

- j. Special Pay:

1. Overtime. Overtime cost recovery is calculated using actual overtime cost from the previous fiscal year closed plus current variable benefits by District to arrive at an annual cost per sworn eligible FTE.
 2. Shift differential. Shift Differential cost recovery is calculated using actual differential from the previous fiscal year closed by District plus current year variable benefits to arrive at an annual cost per sworn eligible FTE.
 3. Regular Over Budget. Regular Over Budget cost recovery is applicable to holidays. As a 24 x7 operation, this cost applies to MCSO. The calculation is beat driven and is based on District average deputy hourly salary and variable benefits for one, 24-hour day and applied to sworn eligible FTEs.
2. Supplies and Rent: The Supplies and Rent charges are comprised of several components including the following:
 - a. Supplies charges consist of actual costs from the previous fiscal year for items in the supplies and general services object codes by District and are apportioned by District FTE.
 - b. Ammunition cost recovery uses a four-year average actual ammunition cost (this includes lethal and non-lethal) and divides it by the current year number of MCSO sworn FTE. That amount is then multiplied by the number of FTE for sworn positions on Worksheet Exhibit A.
 - c. Uniform Allowance is the annual amount provided each sworn officer to maintain a uniform and is charged by FTE.
 3. Communications and Information Technology. Sophisticated and costly information and communications systems are used in everyday MCSO law enforcement operations. Cost recovery includes but is not limited to system hardware and software maintenance and licenses, technology supplies, monthly service, data charges, information system connection fees, and data storage fees. Charges for Sheriff's Police Communications and Information Technology are comprised of several components:

- a. Information System Service Charge: The City's charge is calculated by taking its percent of the previous year's Patrol expense (using the contracted total as the numerator) and applying it to the calculated amount of technology system hardware and software licensing and maintenance expense attributed to patrol.
- b. Monthly Radio Charges: The monthly charges per FTE (1 per) and per vehicle (2 per) are per device calculated by Maricopa County Wireless and based on the number of system users.
- c. Monthly Deputy Laptop Charges: The monthly deputy laptop mobile data charges are per device and based on the number of system users.

4. Vehicle and Equipment Charges.

Vehicle depreciation and vehicle equipment charges fund continuous replacement of patrol vehicles through the County's vehicle replacement plan. Maintenance of vehicles is the responsibility of the MCSO.

- a. The current vehicle and vehicle equipment cost will be used to determine vehicle depreciation and equipment depreciation amounts.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. The annual number of miles driven is calculated using the average number of miles driven by District. The number of vehicles assigned to the District is divided into the number of miles to arrive at an average number of miles per vehicle. The City's miles are calculated taking the number of vehicles assigned to the contract, multiplied by the City's number of beats, multiplied by average number of miles per vehicle by District.
- d. Per Mile Rates
 - The Per Mile Rate for mileage charge is the average cost per mile for the previous fiscal year for all patrol vehicles.
 - The Per Mile Rate for Vehicle Depreciation is the current cost of a vehicle with warranty divided by the established lifetime miles.
 - The Per Mile Rate for Equipment Depreciation is the current cost of vehicle equipment divided by the number of established lifetime miles.

5. Other Equipment Costs and One-Time Cost Reimbursement.

MCSO is obligated to recover costs from the City for equipment replacement or for new equipment items that are necessary to support the contracted level of Law Enforcement Service and are not otherwise funded in the Sheriff's operational budget.

- a. The City will be required to fund one-time reimbursement for the initial purchase of vehicles and patrol vehicle equipment (lights; sirens; push bars—not MDCs or radios) upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet contracted increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent vehicle and vehicle equipment

replacements shall be funded by the County as provided in **Section III, Subsections B.4** of this Agreement, and not by the City.

- b. The City will be required to fund the costs of items necessary to equip contract positions upon initiation of service and for any positions associated with increases to service by Amendment. Examples of such items are: radios (for sworn personnel and vehicles), computers, mobile data terminals for vehicles, e-ticketing equipment for vehicles, Tasers and accessories, radar guns, body cams, service weapons, body armor, and cell phones.
- c. Reimbursement costs for replacement of equipment items listed in b., above, will occur in conjunction with the annual updating of Worksheet (**Exhibit A**). as provided for in **Section III, Subsection B.** of this Agreement. Any replacement cost reimbursement that is not included in the annual updating will be handled by amendment as provided for in **Section III, Subsection B.** of this Agreement.
- d. All one-time and replacement equipment items regardless of funding source, shall be County property

- 6. Indirect Cost Recovery. A 3% administrative service charge will be applied to operating costs, excluding one-time items to help recover a portion of administrative support costs that are not recovered elsewhere in the Worksheet as named in the Definitions Section of this Agreement.
- 7. Other Law Enforcement Services. The MCSO reserves the right to address cost recovery for other law enforcement services listed in the Definitions section of this Agreement via amendment to this Agreement. Continuing other services recovery will be implemented in conjunction with a new fiscal year.

C. Payment

- 1. The City agrees to pay the amount listed on Worksheet Exhibit A for FY 2024-25 for all Law Enforcement Services rendered July 1, 2024, through June 30, 2025, and at the updated rates not yet determined but provided for in Section III, Subsection B of this Agreement throughout the Initial Term (July 1, 2024 through June 30, 2024) and each year thereafter.
- 2. Payment for Law Enforcement Services for each year of this Agreement will be made in twelve (12) equal installments on a monthly basis and on or before the 20th day of each month, beginning with the first month of the Initial Term.
- 3. 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.

D. Cost of Incarceration

Nothing in this Agreement shall alter the financial responsibilities of the City and the County for the incarceration of prisoners arrested by the MCSO in the performance of its responsibilities hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IV. Authorization and Signatures

Goodyear 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. §9-498 and §§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

CITY OF GOODYEAR, an Arizona
municipal corporation

BY: _____
 Jack Sellers Date
 Chairman, Board of Supervisors

BY: _____
Wynette Reed
City Manager Date

ATTEST:

ATTEST:

Juanita Garza, Clerk of the Board
Date

Darcie McCracken, City Clerk Date

MARICOPA COUNTY SHERIFF'S OFFICE

BY: _____
Russ Skinner, 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.

Deputy County Attorney
Date

City Attorney _____ Date _____

**EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
MARICOPA COUNTY
on behalf of the
Maricopa County Sheriff's Office**

[Cost Detail]

See following pages.

Worksheet Exhibit A.						
City of Goodyear Maricopa County Sheriff's Office Law Enforcement Reimbursement Costs and Charges FY 2025 (July 1, 2024 through June 30, 2025)						
BEATS						0.24
					Operating	\$ 339,929.80
					3% Indirect	10,197.89
					One Time	0.00
Total Contract Cost						\$ 350,127.70
Part 1. Personnel Services						
						\$ 314,198.91
Annual Hours Budgeted	2088					
Position	FTE Allocations	Average Hourly Base Pay	Hourly Variable Benefits Rate Charge	Hourly Average Base Plus Variable Benefits	Fixed Benefit	Annualized
Patrol Beat Deputies (LEO)	1.19	\$35.26	82.04%	\$64.18	\$13,632	\$ 175,679.26
Detectives (LEO)	0.12	\$35.05	82.04%	\$63.80	\$13,632	17,620.66
Sergeants	0.16	\$47.12	82.04%	\$85.78	\$13,632	30,838.46
Lieutenants	0.07	\$55.30	82.04%	\$102.49	\$13,632	15,933.69
Captain	0.04	\$72.23	82.04%	\$131.49	\$13,632	11,527.49
Clerical/Administrative Assistant	0.03	\$21.16	19.94%	\$25.38	\$13,632	1,998.57
Worker's Comp	1.61	\$921.38	(Fund-Wide Allocation per FTE)			1,483.43
Unemployment	1.61	\$56.92	(Fund-Wide Allocation per FTE)			91.64
Dispatch	0.10	\$27.47	19.94%	\$32.95	\$13,632	8,613.08
Sub Total Salary and Benefits						\$ 263,786.27
Staffing FTE Allocation Factor		FTE Staffing Requirements				
Type of Duty Post	FTE Allocation	Market Range Title/ Position	FTE Allocation	Allocation Unit	# of Units	This Contract
24 hour / 7 day	5.00	Patrol Deputies (LEO)	5	Beat	0.24	1.19
8 hour / 7 day	1.67	Detectives (LEO)	0.5	Beat	0.24	0.12
8 hour / 5 day	1.19	Sergeant	1	LEO's	8	0.16
		Lieutenant	1	LEO's	18	0.07
		Captain (LEO Commander)	1	LEO's	30	0.04
		Clerical/Admin Assist.	0.14	Beat	0.24	0.03
		Dispatch/Communications	0.10	Cost allocation expressed as FTE using annual number of calls for this contract.		
Special Pay Sworn	Eligible Sworn FTEs	District Rate Per FTE	Cost	Cost includes 82.04% Variable Benefits		
Overtime	1.47	\$33,945.25	\$49,899.51			
Shift Differential	1.47	\$2,342.27	\$3,443.14			
Regular Over Budget (Sworn FTE)	1.58	\$2,320.17	\$3,665.87			
Sub Total Special Pay						\$ 57,008.52
FY 2023 Dept Wide Vacancy Credit (11.57%)						-6,595.89
Net Total Special Pay						\$ 50,412.64
Part 2. Supplies and Rent						
						\$ 2,773.36
Applicable FTE's	1.61					
Supply Cost (By District)	\$411.38	Per applicable FTE				\$ 662.32
Ammunition	\$536.10	Per Sworn FTE	1.58			847.04
Uniform Allowance	\$800.00	Per Sworn FTE	1.58			1,264.00
Sub Total Supplies and Rent						\$ 2,773.36

Worksheet Exhibit A						
City of Goodyear						
Maricopa County Sheriff's Office						
Law Enforcement Reimbursement Costs and Charges						
FY 2025						
(July 1, 2024 through June 30, 2025)						
Part 3. Communications and Information Technology (IT)						\$ 16,564.37
Sworn FTEs	1.58					
Information System Service	\$10,069.20	Annual Cost				\$ 10,069.20
Monthly Radio Charges Vehicles	\$111.51	Per Month (12); 2 per Vehicle	Vehicles	1		2,676.24
Monthly Radio Charges Sworn	\$111.51	Per Month (12) per Sworn FTE	Sworn FTE	1.58		2,114.23
Deputy Laptop Connection	\$44.05	Per Month (12) per Sworn FTE	Sworn FTE	1.58		835.19
I-Phone Monthly Charge	\$45.86	Per Month (12) per Sworn FTE	Sworn FTE	1.58		869.51
Sub Total Communications and IT						\$ 16,564.37
Part 4. Vehicles and Equipment						\$ 6,393.16
Vehicle Cost with Warranty	\$ 45,803.43	Vehicle life 150,000 miles				
Equipment Costs (Lights; Push Bar, Etc.)	\$ 29,831.00	Equipment life 343,743				
Component	Per Mile Rate	Annual Miles	Costs			
Mileage	\$0.852	5,141	\$4,377.30			\$ 4,377.30
Vehicle Depreciation	\$0.305	5,141	\$1,569.74			1,569.74
Equipment Depreciation	\$0.087	5,141	\$446.12			446.12
Sub Total Vehicle and Equipment Costs						\$ 6,393.16
Part 5. One-Time Costs						
<i>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.)</i>						
Part 6. Indirect Cost Recovery						
<i>Indirect costs are recovered at 3% for Sections 1 - 4.</i>						\$10,197.89

**EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
MARICOPA COUNTY
on behalf of the
Maricopa County Sheriff's Office**

[Service Boundaries]

