

**RESOLUTION #2023-03**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAREFREE, ARIZONA, TO AUTHORIZE AND APPROVE AN EXTENSION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF CAREFREE AND THE MARICOPA COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Town of Carefree has historically contracted with Maricopa County Sheriff's Office (MCSO) for Law Enforcement Services, and

**WHEREAS**, past contracts have been for an initial term of three (3) years with an option that automatically renews for an additional three (3) years unless notice is given, and

**WHEREAS**, the current contract with MCSO is set to expire on June 30, 2023, and

**WHEREAS**, the proposed contract will cover the time period of July 1, 2023 – June 30, 2026 with an automatic renewal for the time period of July 1, 2026 – June 30, 2029, and

**WHEREAS**, the contract in part outlines the scope of law enforcement services and the schedule of reimbursement fees as approved by Maricopa County, and

**WHEREAS**, each successive year the County will provide an update to this fee schedule while the Town can make adjustments to the level of service based on any desired changes and the reimbursement fee schedule.


**NOW, THEREFORE, IT IS RESOLVED** by the Mayor and Town Council of the Town of Carefree, Arizona that:

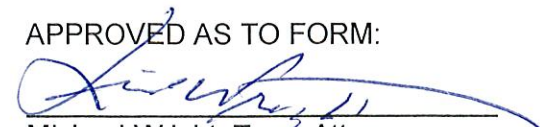
1. The updated Agreement for Law Enforcement Services between the Town of Carefree and Maricopa County is approved (Exhibit A).
2. The Council authorizes both the Mayor and Town Administrator to enforce the provisions of the Agreement.

**PASSED AND ADOPTED BY** the Mayor and Town Council of the Town of Carefree, Arizona, this 6<sup>th</sup> day of June, 2023.

AYES 6 NOES 0 ABSTENTIONS 0 ABSENT 1

FOR THE TOWN OF CAREFREE  
  
\_\_\_\_\_  
John Crane, Mayor

ATTESTED TO:  
  
\_\_\_\_\_  
Kandace French Contreras, Town Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael Wright, Town Attorney

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**BETWEEN THE TOWN OF**

**CAREFREE**

**AND**

**MARICOPA COUNTY**

**on behalf of the Sheriff's Office**

**C-50-23-207-X-00**

**July 1, 2023 through June 30, 2026**

**With One, Three-Year, Automatic Renewal**

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**Agreement for Law Enforcement Services  
between Town of Carefree  
and Maricopa County  
on behalf of the Sheriff's Office  
C-50- 23 -207-X-00**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into June 28, 2023 between the Town of Carefree, an Arizona municipal corporation ("Carefree," or "Town") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO").

**RECITALS**

WHEREAS, Carefree has the authority, 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 the Town of Carefree for many years and the current contract will expire June 30, 2023; and

WHEREAS, Carefree has neither the trained personnel nor the facilities to provide for Law Enforcement Services, as defined herein, and desires to enter into this Agreement with Maricopa County whereby the Maricopa County Sheriff's Office will provide Law Enforcement Services to Carefree; 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 Town Administrator 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 x 7. One beat of patrol 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 communications 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.

**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, optional staffing 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 sub-station or sub-stations depending on the size.

**District Commander** means the Captain or designated Commander with rank of Lieutenant or higher of the Sheriff's District Office or substation located within the corporate limits of Carefree 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 Town 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; 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 Town compared with information and crime statistics from previous periods.

**MCSO** means the Maricopa County Sheriff and those functions, activities and facilities for which the Sheriff has mandated responsibility.

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

**Town** means the Town of Carefree, an Arizona municipal corporation.

**Town Administrator** means the Town Administrator of the Town of Carefree, or Town Administrator's authorized designee.

**Town Council** means the Mayor and Town Council of the Town of Carefree.

**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 that 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 address set forth below:

If to the County:

Jen Pokorski, County Manager  
Maricopa County  
301 W. Jefferson, 10<sup>th</sup> Floor  
Phoenix, Arizona 85003  
Jen.Pokorski@Maricopa.gov

If to the Sheriff's Office:

Paul Penzone, Sheriff  
MCSO  
550 W Jackson, Fifth Floor  
Phoenix, Arizona 85003

Russ Skinner, Chief Deputy  
MCSO  
550 W Jackson, Fifth Floor  
Phoenix, AZ 85003

James R Prindiville, Exec Chief Financial Officer  
MCSO  
550 W. Jackson, Fifth Floor  
Phoenix, Arizona 85003  
JamesPrindiville@mcs.maricopa.gov

If to the Town:

John Crane, Mayor  
Town of Carefree  
Carefree Town Hall  
8 Sundial Circle  
Carefree, AZ 85377

Gary Neiss, Town Administrator  
Town of Carefree  
Carefree Town Hall  
8 Sundial Circle  
Carefree, AZ 85377  
e-mail: gary@carefree.org

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, 2023 (the "Effective Date") following approval by the Town Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2026 (the "Initial Term"), unless terminated pursuant to **Section I, Subsection F**. 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 (6/30/2029).

**D. Automatic Renewal**

This Agreement will automatically renew for one, three-year following the initial term, with all the terms of this Agreement in effect, unless renegotiated or terminated pursuant to **Section I, Subsection F** below.

**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 Town Council and the Board 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 (2026).
2. Without Cause. Either party shall have the right, upon twelve (12) 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 Town.
- 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 and in the protection of Town as an Additional Insured.
- 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 Town.
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 Sheriff's Office 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 Town shall not indemnify, defend or hold harmless the County, but the County shall indemnify the Town, 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 Sheriff's Office which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the Sheriff's Office 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 Town, 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 or Enforcement Communications Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties signed June 1, 2017, BOS #C-50-17-096-3-00, amended April 25, 2019, (BOS #C-50-17-096-3-01).
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 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 Town of Carefree 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 Town 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 Town 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 Town 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. 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 2024**), 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 Sheriff's Office, shall provide the Law Enforcement Services described in this Agreement within the incorporated limits of the Town. The Sheriff's Office shall have responsibility for investigating and enforcing certain Town code violations that directly impact public safety and that fall within the definition of Law Enforcement Services set forth above. The Town Administrator and the District Commander shall establish between themselves the Sheriff's Office duties and responsibilities pertaining to the Town code violations, animal control issues and other local enforcement services that fall within the definition of Law Enforcement Services.
2. Response Times. Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. Patrol deputies shall be physically within the Town's jurisdiction. The level of contracted service provided for in this Agreement shall allow management of dispatch and deputy response times for Emergency Priority I 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 Town upon request.
  - b. It is the goal of the office to have a deputy on scene responding to Emergency Priority 1 Calls from the MCSO Dispatch within five (5) minutes or less. Details 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 Town.
  - c. It is mutually understood that the outcome for on-scene deputy response, as outlined in 2.b., above, is impacted when contract staffing levels are less than 1 full beat of service. This contract is .30 of one beat.
  - d. Parties acknowledge that the MCSO's special response resources shall be deployed within the Town, 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. Citation in Town Court. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the Town shall be cited in the Town's

Magistrate Court. There should be a rational nexus between monthly reporting by the Sheriff's Office and Citations into the Town Court.

**B. Establishment of Service Priorities**

1. Personnel Utilization. District personnel shall be utilized in the most efficient manner to meet the needs of the Town, as determined by the District Commander.
2. Setting Priorities. The District Commander and the Town Administrator or authorized designee shall meet at least once each quarter to establish priorities for the delivery of Law Enforcement Services as desired by the Town. Priorities shall be communicated through the appropriate Sheriff's Office chain of command to the patrol units providing Law Enforcement Services within the Town's jurisdiction.
3. Criminal Activity Increases. If the Sheriff's Office, acting through the District Commander in consultation with the Town Administrator, observes that criminal activity is dramatically increasing in the Town, the Sheriff's Office may temporarily deploy support units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental service will be supported by relevant crime data. Short term deployments of additional resources will be at no additional cost to the Town. Longer term deployments (in excess of three months) will be subject to cost reimbursement via an amendment to this Agreement. 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. Changes to Service Levels. Amendments to change the service levels in this Agreement shall be made in accordance with **Section I, Subsection E** above. Implementation of service level increases can take several months.

**C. Maintenance of Sheriff's Substation**

The sub-station from which this contract is managed is located in the Town of Cave Creek. The Town's share of the cost is explained in Section III.B.2.d. of this Agreement.

**D. Community-Oriented Policing**

The District Commander shall ensure that policies and procedures are in place and implemented within the corporate limits of Carefree 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. Town Administrator Responsibilities. The Town Administrator or authorized designee is responsible for coordinating all Law Enforcement Services within the Town as well as conveying the wishes of the Town Council to the District Commander with respect to Law Enforcement Services. While the Town

Administrator or authorized designee shall have no chain of command authority to direct the operations of the deputies from the Sheriff's Office, such authority being reserved to the Maricopa County Sheriff pursuant to **Section II, Subsection E (2)**, below, the parties to this Agreement understand that the Town expects the Sheriff's Office to reasonably respond to its needs for Law Enforcement Services as communicated through the Town Administrator or authorized designee. The District Commander shall, at all times, consider the request of the Town Administrator or 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 MCSO personnel 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 Town, acting through the Town Administrator shall have the right to request in writing that any staff assigned to service within the Town by the Sheriff's Office be reassigned or otherwise removed from service within the Town. When such a request is made, the Sheriff's Office 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**, above. Reports will be presented consistent with current MCSO reporting technology and reporting formats.
2. Information Requests. The Town Administrator may request additional law enforcement service information that is not included in the reports by sending a written request to the MCSO Executive Chief of Enforcement or to the Chief Deputy.
3. Financial/Administrative Information. Requests from Town officials for financial and other administrative information that are not applicable to day-to-day law enforcement service will be in writing and directed to the MCSO Executive Chief Financial Officer.

### III. REIMBURSEMENT COSTS AND CHARGES

#### A. Reimbursement for Law Enforcement Services

1. Worksheet to Determine Reimbursement Amount. The Town agrees to reimburse the Sheriff's Office for all Law Enforcement Services rendered as outlined in the attached Worksheet (**Exhibit A**) for the first year of this Agreement (July 1, 2023, through June 30, 2024).
  - a. The Worksheet (**Exhibit A**) template and calculation methodology is used for all MCSO contracted law enforcement service with Cities and Towns.
  - b. Changes to the level of service effected by Amendment will result in a new annualized Worksheet (**Exhibit A**) showing the impact of the change for implementation coincidental to the effective date.
    - i. Effective dates for implementation will be 90 to 180 days following governing body approval.
    - ii. The Town will be charged 1/12 the new annualized rate effective with implementation.
    - iii. If MCSO is unable to provide increased resources for increased services by the implementation date, parties will agree on a new date and the increase to the monthly amount payable will be delayed or pro-rated, accordingly.

#### B. Annual Review of Costs.

The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The Sheriff's Office recognizes the Town'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 Sheriff's Office will provide the Town Administrator an updated Worksheet (**Exhibit A**) that indicates the calculated annualized amount for Law Enforcement Services for the coming fiscal year.
  - a. Unforeseeable and unavoidable cost increases effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A**), may only be passed through to the Town pursuant to an amendment to this Agreement.
  - b. Explanation of Cost Changes. An explanation of cost variances by Worksheet Exhibit A. section from the current fiscal year will be incorporated in the Annual Cost Notification.



2. The MCSO, the County or the Town cannot arbitrarily change costs. Each annual preparation of the Worksheet Exhibit A. shall employ consistent methodology applicable to all Sheriff's Office contract cities and towns.

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 Sheriff's Office annual Worksheet (Exhibit A) shall be beat-driven and prepared with the following sections:

- I. Personnel Services. The premise for the methodology used for calculating Personnel Services is cost recovery using FTE (full-time equivalents) that align with the contracted level of service.
  - a. Annual full-time hours per FTE (full time equivalent) are 2088.
  - b. Average Hourly Base Pay: The MCSO Patrol district-wide hourly regular pay average by market range title for the current fiscal year.
  - c. The Variable Benefits Rate Charge (retirement system, FICA, 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 allocated per FTE.
  - f. The **Staffing Requirements** applicable to MCSO's contracted law enforcement and this Agreement are as follows:

**1 beat** = 7 day coverage per week, 24 hours per day with five (5) FTE deputies. The staffing requirements are:

FTE Staffing Requirements				
Market Range Title/ Position	FTE Allocation	Allocation Unit	# of Units	This Contract
Patrol Deputies (LEO)	5	Beat	0.30	1.50
Detectives (LEO)	0.5	Beat	0.30	0.15
Sergeant	1	LEO's	8	0.27
Lieutenant	1	LEO's	18	0.12
Captain (LEO Commander)	1	LEO's	30	0.07
Clerical/Admin Assist.	0.14	Beat	0.30	0.04

\*Contracts with 1 beat of service or more may be expanded at the Towns request for funding additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. Such requests, when approved by Amendment, are incorporated in Part 1, Personnel Services, of the Worksheet (**Exhibit A**).

- g. The Dispatcher/Communications allocation is determined by the previous year's number of calls for service/incidents that occurred applied as a percent to Dispatch Costs that is converted to an FTE. This allocation is calculated annually.
- h. The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. The Staffing Allocation Factor is determined according to the time period of each post within a beat (i.e., 24 hours per day, seven days per week vs. eight hours per day, five days per week) on an organization-wide basis, which is then applied to all positions necessary to provide the Law Enforcement Services to the Town. The Staffing Allocation Factor to be applied in this Agreement is:

<b>Staffing Allocation Factor</b>		
24 hour / 7 day post	5.00	FTE
8 hour / 7 day post	1.67	FTE
8 hour / 5 day post	1.19	FTE

- i. **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 calculated by multiplying the new base rates in the worksheet by 24 (hours) by 10 holidays plus the current benefit rate for a cost per beat. That cost is divided by the number of contracted sworn FTEs for a cost per FTE.

2. Supplies.
  - a. Supplies cost recovery is calculated using actual supplies cost downloaded from the financial accounting system for District for the previous fiscal year closed. An annual cost per FTE is calculated and multiplied by the number of FTE assigned from Worksheet Exhibit A "positions."
  - b. Ammunition cost recovery uses a four-year average actual ammunition cost (this includes taser cartridges) and divides it by the current year number of MCSO sworn FTE for a cost per 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.
  - d. Rent and utilities charges are per FTE and are based on actual rent and utilities costs from the previous fiscal year in District IV for the District substation divided by the number of FTE in District IV.
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. This Part of the Worksheet is comprised of several components:
  - a. **Information System Service Charge:** The Town'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 data mobile data charges are per device and based on the number of system users.
  - d. **Monthly I-phone charges** are per device based on number system users.

Wiring installations and upgrades for MCSO designated space owned by the Town. Costs incurred by MCSO for technology wiring installations, wiring upgrades, voice or data communications connections, device docking stations, charging stations, radio communications base stations and computing equipment purchased for use in MCSO occupied spaces furnished by Town, either explicit or implicit to this Agreement, will be recovered.

4. Vehicle 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. The expected life of vehicles is 125,000 miles and expected life of vehicle equipment is 343,750 miles.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. Actual miles for the District from Fleet Management system reports from the previous fiscal year are used in Worksheet Exhibit A.
- 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. One-Time Costs

MCSO is obligated to recover costs from the Town 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 Town 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 Town.
- b. The Town 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.1.a.** of this Agreement.
  - d. All one-time and replacement equipment items regardless of funding source, shall be County property.
  - e. Maintenance of vehicles is the responsibility of the Sheriff's Office.
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.

**D. Payment**

- 1. The Town agrees to pay the total amount listed on Worksheet Exhibit A for FY 2023-24 for Law Enforcement Services rendered and at the rate agreed to by the parties (via the Worksheet) and at the rates established each year thereafter.  
  
Payment for Law Enforcement Services for each year of this Agreement including the automatic renewal will be made monthly in twelve (12) equal installments (1/12 of the annualized cost) on or before the 20<sup>th</sup> day of each month, beginning with the first month of the Initial Term.
- 2. 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.
- 3. Payment to reimburse the initial purchase of one-time items described in **Section III, Subsection B. (5)**, above, shall be billed separately as one-time reimbursements.

**E. Cost of Incarceration**

Nothing in this Agreement shall alter the financial responsibilities of the Town and the County for the incarceration of prisoners arrested by the Sheriff's Office in the performance of its responsibilities hereunder.

[Signatures follow on next page.]

**IV. Authorization and Signatures**

Carefree 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. §§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.

**TOWN OF CAREFREE,**  
an Arizona Municipal Corporation

**MARICOPA COUNTY**  
a political subdivision of the  
State of Arizona

BY: [Signature]  
Date  
Mayor

BY: [Signature] JUN 28 2023  
Date  
Chairman, Board of Supervisors

ATTEST:  
[Signature] 6-6-23  
Town Clerk Date

ATTEST:  
[Signature] JUN 28 2023  
Clerk of the Board Date

MARICOPA COUNTY SHERIFF'S OFFICE

BY: [Signature] 7-12-2023  
Paul Penzone  
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.

[Signature] 6/6/23  
Town Attorney Date

[Signature] Jun 23, 2023  
Davina Bressler (Jun 23, 2023 11:19 PDT)  
Deputy County Attorney Date

**EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF CAREFREE  
AND  
MARICOPA COUNTY**

**[Cost Detail]**

**See following pages.**

Worksheet Exhibit A.

**Town of Carefree**  
 Maricopa County Sheriff's Office  
 Law Enforcement Service Charges  
 FY 2024  
 (July 1, 2023 through June 30, 2024)

**BEATS** **0.30**

Operating \$ 566,358.42  
 3% Indirect 16,990.75  
 One Time 0.00

**Total Contract Cost** **\$ 583,349.17**

**Part 1. Personnel Services** **\$ 511,862.58**

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)	1.50	\$34.31	84.42%	\$63.27	\$13,632	\$ 218,607.13
Supplemental Traffic Enforcement--40 hrs. per week October 1 through March 31 (LEO)	0.50	\$34.31	84.42%	\$63.27	\$13,632	\$ 72,869.04
Detectives (LEO)	0.15	\$33.98	84.42%	\$62.66	\$13,632	\$ 21,669.06
Sergeants	0.27	\$45.11	84.42%	\$83.19	\$13,632	\$ 50,346.67
Lieutenants	0.12	\$54.07	84.42%	\$99.72	\$13,632	\$ 26,621.88
Captain	0.07	\$68.81	84.42%	\$126.90	\$13,632	\$ 19,502.53
Clerical/Administrative Assistant	0.04	\$23.13	19.82%	\$27.71	\$13,632	\$ 2,859.62
Worker's Comp	2.65	\$1,059.87	(Fund-Wide Allocation per FTE)			\$ 2,807.33
Unemployment	2.65	\$73.18	(Fund-Wide Allocation per FTE)			\$ 193.84
Dispatch	0.37	\$26.38	19.82%	\$31.61	\$13,632	\$ 29,214.85

Sub Total Salary and Benefits \$ **444,691.95**

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	0.30	1.50
8 hour / 7 day	1.67	Detectives (LEO)	0.5	Beat	0.30	0.15
8 hour / 5 day	1.19	Sergeant	1	LEO's	8	0.27
		Lieutenant	1	LEO's	18	0.12
		Captain (LEO Commander)	1	LEO's	30	0.07
		Clerical/Admin Assist.	0.14	Beat	0.30	0.04
		Dispatch/Communications	0.37	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 84.42% Variable Benefits		
Overtime	2.42	\$26,326.43	\$63,677.06			
Shift Differential	2.42	\$3,074.09	\$7,435.45			
Regular Over Budget (Sworn FTE)	2.61	\$1,746.30	\$4,555.68			

Sub Total Special Pay \$ 75,668.17  
 FY 2022 Dept Wide Vacancy Credit (11.23%) -8,497.54  
 Net Total Special Pay \$ 67,170.63



Worksheet Exhibit A.

**Town of Carefree**  
 Maricopa County Sheriff's Office  
 Law Enforcement Service Charges  
 FY 2024  
 (July 1, 2023 through June 30, 2024)

**Part 2. Supplies and Rent** **\$ 23,422.52**

Applicable FTEs	2.65	FTE total minus Dispatch			
Supply Cost (By District)	\$326.03	Per applicable FTE			\$ 863.57
Ammunition	\$469.65	Per Sworn FTE	2.61		1,225.20
Uniform Allowance	\$800.00	Per Sworn FTE	2.61		2,087.00
Rent and Utility Costs	\$7,266.35	Per applicable FTE	2.65		19,246.75
<b>Sub Total Supplies and Rent</b>					<b>\$ 23,422.52</b>

**Part 3. Communications and Information Technology (IT)** **\$ 24,377.95**

Sworn FTEs	8.31	Annual Cost			
Information System Service	\$13,490.84	Per Month (12); 2 per Vehicle	Vehicles	1.5	\$ 13,490.84
Monthly Radio Charges Vehicles	\$124.19	Per Month (12) per Sworn FTE	Sworn FTE	2.61	4,470.84
Monthly Radio Charges Sworn	\$124.19	Per Month (12) per Sworn FTE	Sworn FTE	2.61	3,897.77
Deputy Laptop Connection	\$40.01	Per Month (12) per Device per Sworn	Sworn FTE	2.61	1,252.51
I-Phone Monthly Charge	\$40.76	Per Month (12) per Device per Sworn	Sworn FTE	2.61	1,275.99
<b>Sub Total Communications and IT</b>					<b>\$ 24,377.95</b>

**Part 4. Vehicles and Equipment** **\$ 6,695.37**

Vehicle Cost with Warranty	\$ 49,338.12	Vehicle life 125,000 miles			
Equipment Costs (Lights; Push Bar; Etc.)	\$ 20,000.00	Equipment life 343,750			
Component	Per Mile Rate	Annual Miles	Costs		
Mileage	\$0.652	6,058	\$3,951.97		\$ 3,951.97
Vehicle Depreciation	\$0.395	6,058	\$2,390.96		2,390.96
Equipment Depreciation	\$0.058	6,058	\$352.44		352.44
<b>Sub Total Vehicles and Equipment</b>					<b>\$ 6,695.37</b>

**Part 5. One-Time Costs**

*This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as necessary for Law Enforcement Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)*

**Part 6. Indirect Cost Recovery**

*Indirect costs are recovered at 3% for Sections 1 - 4.*

**\$ 16,990.75**