

RESOLUTION NO. 1283-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PAGE AND COCONINO COUNTY FOR COURT SECURITY SERVICES.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1. That the Mayor and City Council of the City of Page accept and approve the Intergovernmental Agreement between the City of Page and Coconino County for Court Security Services as set forth in Exhibit A.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 11th day of May, 2022, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>1</u>

CITY OF PAGE

By William R. Bush
Mayor

ATTEST:

Kim Larson
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



Exhibit A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PAGE AND
COCONINO COUNTY
FOR COURT SECURITY SERVICES**

Pursuant to A.R.S. §11-952, this Intergovernmental Agreement (“IGA”) is entered into between the City of Page, an Arizona municipal corporation (“City”) and Coconino County, a political subdivision of the State of Arizona (“County”).

RECITALS

- A. The City’s Magistrate Court and the County’s Justice Court share court facilities in the Court Building located at 547 Vista Avenue, Page, Arizona (hereinafter “Premises”).
- B. The City and County desire to enter into an agreement whereby the parties will share costs and outline certain responsibilities for court security in in the facility. This IGA is not intended to comprehensively address all aspects of court security but will primarily address security personnel as outlined herein.
- C. The City and County are authorized to enter into this agreement pursuant to A.R.S. §11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE COUNTY

- 1.1 **Services to be Provided.**
 - A. The County shall provide personnel for court security services in accordance with all applicable rules, regulations, and laws governing court security in Arizona. Court security services shall include, but are not limited to, screening visitors, providing a security presence within the building, and assisting to evaluate security needs in the facility. The County shall ensure that a minimum of one security person is providing such services during all hours of operation at the court facility unless extenuating circumstances exist due to staff shortages and/or illness.

B. The County shall be responsible to hire, train, supervise, schedule, discipline, and manage all security personnel.

1.2 Accounting and Documentation. The total cost for salaries, wages, training, and employer-paid benefits, including worker's compensation, of security personnel shall be used to calculate the amount due from the City to the County for security services. The County will provide supporting documentation to the City for invoices submitted to the City.

1.3 The County will consult with the City Magistrate Judge as part of the annual performance evaluation for security personnel.

1.4 The County will obtain City approval prior to increasing staffing levels beyond two on-duty security personnel during hours of operation for the Premises.

1.5 Equipment. The County will be primarily responsible for procuring, maintaining, repairing, and disposing of equipment required for the security services. The City will reimburse the County for 50% of these costs as set forth below. Except in the case of an emergency, the County will obtain City approval from the Magistrate Judge prior to incurring costs in excess of \$1,000.00.

SECTION II - OBLIGATIONS OF THE CITY

2.1 Reimbursement to County. The City shall reimburse the County for the security services as set forth herein.

- A. The City shall be responsible to pay for 44% of all personnel costs identified in Section 1.2. An additional 6% will be charged to cover administrative costs including recruiting, management & supervision of security staff as well as billing the City for services for a total of 50%. The County will be responsible for the remaining 50% of personnel costs and any other costs not identified herein unless otherwise agreed by the parties. For equipment, the City shall be responsible to pay 50% of the acquisition, maintenance, disposal, or repair costs.
- B. The City will pay approved invoices from the County within 30 days of receipt.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this IGA shall commence upon final approval by the governing bodies of both parties and shall terminate on the 30th day of June, 2032, unless terminated earlier pursuant to applicable sections within this Agreement.

3.3 Independent Contractor. The parties agree that this IGA is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall only be expressly set forth in this IGA. The parties agree that no persons supplied by the County under the terms of this IGA are considered to be City employees, and that no rights of City retirement or personnel rules accrue to such persons. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholding, worker's compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, subject only to the reimbursement provisions set forth herein, and County shall save and hold the City harmless with respect thereto. The County personnel rules apply to all security officers supplied under this IGA. Nothing herein shall be deemed to make any person a third-party of this IGA.

3.4 Termination. Either party may terminate this IGA, with or without cause, upon 30 days' written notice to the other party at the addresses indicated below. The County may terminate this IGA by giving ten days' written notice to the City for failure to make reimbursements upon the dates as required and upon the City's failure to make such payments within seven days of such notice. At the time of termination, the County shall invoice City for security services provided to that date, which City shall pay within 30 days thereafter.

3.5 Notices and Requests. 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below 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 subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

COCONINO COUNTY:

Corey Ringenberg
Special Assistant to the County
Manager's Office
219 E. Cherry Ave.
Flagstaff, AZ 86001
928-679-8626

CITY OF PAGE:

Andrew Hettinger
Magistrate Judge
697 Vista Ave.
PO Box 1180
Page, AZ 86040
928-645-4282

For Billing/Payments:

Coconino County Superior Court
ATTN: Shelly Bacon, Court
Administration
200 N. San Francisco Street
Flagstaff, AZ 86001
shbacon@courts.az.gov
928-679-7545

3.6 Severability and Savings. If any part of this IGA is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this agreement.

3.7 Non-Appropriation of Funds. Notwithstanding any other provisions in this Agreement, this Agreement may be terminated if either the County's or the City's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. Upon such termination, the terminating entity shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

3.8 Entire Agreement. This IGA comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this IGA shall be made only in writing and signed by the parties.

3.9 Waivers and Amendments. No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by authorized representative of each Party. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right

to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

3.10 Applicable Law. This IGA shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Coconino County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.13 Non-Discrimination. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

3.14 Disposition of Property Upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this IGA. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.15 E-Verify. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this IGA and the non-breaching party may terminate this IGA. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this IGA.

3.16 Coordination of Processes to Address Misconduct. The parties shall work together to identify and streamline any investigation and response to acts of misconduct

that may require discipline or termination of security personnel. All processes and procedures for any such action will be taken by the County pursuant to County personnel rules.

3.17 Mediation. Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of the mediator, however, each Party shall bear its own cost for presentation before the mediator, including the cost incurred by the Party for representation by an attorney at the mediations, if such representation is desired.

3.18 Insurance. City of Page and Coconino County each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

3.19 Counterparts. For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all Parties executing such counterparts had executed but one instrument.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
(Signature pages follow)*

IN WITNESS WHEREOF, the County and City have executed this IGA as of the date of the last signature (the "Effective Date") set forth below.

City of Page

Coconino County

By: _____
William R. Diak
Mayor

By: _____
Patrice Horstman, Chairwoman
Coconino County Board of Supervisors

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
Clerk of the Board

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 that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Yvonne Vieau, Attorney for Coconino County

Joshua Smith, Attorney for the City of Page