

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT
AND DISASTER SERVICES BETWEEN
YAVAPAI COUNTY
AND
Town of Jerome

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the ____ day of _____, **2025** (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the Town of Jerome, an Arizona municipal corporation (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308 to enter into this Agreement.

PURPOSE

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, man-made, or national security causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. “Public agency” has the same definition as that contained in A.R.S. § 11-951.
2. “Participating Public Agencies” means those public agencies that have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. **County Obligations.** County shall:

- a. Prepare and maintain one or more County Emergency Operations Plans (“EOP”) in accordance with the Comprehensive Preparedness Guide (CPG) 101, giving due consideration to hazards that affect all areas of the County.
- b. Advise and assist Public Agency in developing, reviewing, updating, publishing, and distributing an EOP created by Public Agency, or in adopting the Yavapai County EOP.
- c. Advise and assist the Public Agency in developing, reviewing, updating, publishing, and distributing Continuity of Operations Plans (COOP). The Public Agency also has the option to utilize BOLDplanning¹ for their COOP needs, should they choose to do so.
- d. Prepare and maintain a Multi-Jurisdictional Hazard Mitigation Plan that is in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans that is available for adoption by local jurisdictions to maintain access to FEMA funding for mitigation or public assistance.
- e. Prepare and maintain a Community Wildfire Protection Plan that aligns with the requirements set forth in the Healthy Forests Restoration Act of 2003 that is available for adoption by local jurisdictions to maintain access to federal grant dollars.
- f. Prepare and maintain an Integrated Preparedness Plan (IPP) that aligns with the requirements set forth in the Emergency Management Performance Grant (EMPG) Program, which is available for local jurisdictions’ training and exercise needs.
- g. Advise and assist the Public Agency with the disaster and emergency management training of employees designated by the Public Agency.
- h. Provide and maintain a coordinated County-wide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including alert, warning, and communications systems, comprehensive emergency management and planning, and an emergency operations center.
- i. Disseminate emergency alerts through the Integrated Public Alert and Warning System (IPAWS) at the request of the Public Agency when criteria for such alerts are met.
 - (1) Alerts will only be issued by the Yavapai County Office of Emergency Management (YCOEM) when requested by authorized persons by the Agency Having Jurisdiction (AHJ).

¹ BOLDplanning Inc., a division of Preparis, develops online software for EOP, COOP, Business Continuity Planning, and Hazard Mitigation.

- (2) If an external agency requests the issuance of an alert within the AHJ, YCOEM will not issue the alert immediately. Instead, YCOEM will validate the request with the AHJ's point of contact.
- j. Provide and maintain, and issue access to, a comprehensive emergency management software tool to expedite the emergency operations center processes and for sharing information.
- k. Plan for the development and maintenance of an electronic interactive resource database of government-owned and other resources available for use in the event of a disaster.
- l. Provide assistance with local emergency declarations and obtaining federal and state funds available to Public Agency for emergency management and disaster purposes.
- m. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state or federal governments for emergency management purposes.
- n. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- o. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for Public Agency if resources are available.
- p. Assist the Public Agency in designing, developing, delivering, and reporting after-action exercises to evaluate its disaster response capabilities, upon request. For documentation purposes, YCOEM will complete an After-Action Report for any incident involving their personnel.
- q. Activate shelters that are compliant with the Americans with Disabilities Act through the American Red Cross, Animal Disaster Services, and Large Animal Shelter & Emergency Readiness, when requested.
- r. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) Develop disaster response pamphlets or handouts that the Public Agency can reproduce and distribute to the public through libraries, community centers, and senior centers within its jurisdiction.
 - (2) Suggest public outreach activities on disaster and emergency-related subjects to schools, civic groups, and similar organizations.
 - (3) Coordinate with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days, and similar events, when staffing allows.
- s. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

- t. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.
- u. In accordance with A.R.S. § 26-308, “Each county and incorporated city and town of the state shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs.” This Agreement does not satisfy this obligation; therefore, Public Agency is still required to ensure the provision of emergency management within its jurisdiction.
 - (1) YCOEM may advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2 (Emergency Management) and State policies and procedures.

2. **Public Agency Obligations.** Public Agency shall:

- a. Develop or adopt, publish, and distribute an EOP that is complementary to and compatible with the County’s EOP and in accordance with CPG 101.
- b. Develop and conduct emergency management training programs and exercises as needed to comply with the Homeland Security Exercise and Evaluation Program (HSEEP) and the National Incident Management System (NIMS).
- c. Act as, at Public Agency’s discretion, a backup Emergency Operations Center location for the County if such a backup becomes necessary.
- d. Work towards implementing the Arizona Qualification System within its jurisdiction. This effort aims to ensure that local resources are adequately qualified and trained to staff an Incident Management Team (IMT) or Emergency Operations Center effectively. By developing a pool of trained personnel, the Public Agency enhances its ability to respond to emergencies and disasters promptly.
- e. Participate in revisions of the Multi-Jurisdictional Hazard Mitigation Plan and provide accurate and relevant information on local hazards, vulnerabilities, and other necessary information to maintain the plan’s accuracy.
- f. Participate in After-Action Reports and provide feedback from relevant persons participating in the incident.
- g. Identify a central point of contact as the Public Agency’s Emergency Manager, who shall be responsible for coordination with YCOEM.
- h. Engage in proactive information sharing, communication, and coordination efforts and assist with the inclusion of all necessary agencies in the planning, response, and recovery processes.
- i. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- j. Provide evacuation zone shapefiles to YCOEM in the event of an emergency requiring the issuance of an emergency alert.

- k. Provide a list of authorized personnel permitted to request Alert and Warning Notifications to YCOEM and ensure it is kept updated for their jurisdiction.
- l. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) \$0.52 per person per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this Agreement.

Year	Base	2020	2021	2022	2023	2024	2025	New Rate
Inflation Increase		1.40%	2.20%	6.50%	3.40%	3.20%	2.20%	
Rate	0.43	0.00602	0.009592	0.028965	0.016136	0.015703	0.011141	
Rate + Inflation Cost		0.43602	0.445612	0.474577	0.490713	0.506416	0.517557	\$0.52

Inflation percentages based on the Consumer Price Index for All Urban Consumers, West Urban, All Items as issued by the U.S. Bureau of Labor Statistics

City/Town	Population
Cottonwood	12029
Prescott	45827
Sedona	9684
Camp Verde	12147
Chino Valley	13020
Clarkdale	4424
Dewey-Humboldt	4326
Jerome	464
Prescott Valley	46785
Yavapai Prescott Indian Tribe	200

Population based on 2020 Census data from Census.Gov

3. **Entire Agreement.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
5. **Disputes.** In the event of any controversy that may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the

parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Term; Termination.

- a. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, unless sooner terminated as provided herein.
- b. This Agreement may be terminated by either party by giving written notice of such intention to the other party not less than 90 days prior to June 30 of the year during which the notice is given. The effective termination date will be the end of that 90-day notice period.
- c. This agreement shall automatically renew for one additional one-year term unless terminated as provided herein. All terms of the agreement during the renewal period , with the exception of the annual assessment rate , shall be in accordance with the terms set forth in the initial term including any amendments or addenda.

7. Annual Rate Adjustment. Prices applicable to this Agreement may be adjusted annually on July 1, and each year thereafter during the term of this Agreement by an amount equal to the increase in the Consumer Price Index for All Urban Consumers, West Urban, All Items, issued by the U.S. Bureau of Labor Statistics at the time of price adjustment notice.

8. Subject to Appropriation. The parties are obligated only to pay the obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the then-current fiscal year. Obligations under this Agreement are current expenses subject to the “budget law” and unfettered legislative discretion concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the parties shall be relieved of any subsequent obligation under this Agreement. The parties agree that there is no obligation or duty of good faith to budget or appropriate the payment of obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of a party to make any payment pursuant to this Agreement is not a general obligation or indebtedness. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.

9. E-Verify. To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

- b. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - c. The provisions of this section must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
10. **Indemnification.** To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement that are the result of any act or omission of the party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a party to comply with the terms of this Agreement shall not provide the basis of any third-party action against either party.
11. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each party covered by this Agreement shall be deemed to be an employee of all parties. The primary employer shall be solely liable for payment of workers' compensation benefits.
12. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than 30 calendar days from the effective termination date of this Agreement.
13. **Other Responsibilities.** This Agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
14. **Notice.** Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days' mailing. Notices shall be addressed as follows:

COUNTY: Emergency Manager
 Yavapai County
 Office of Emergency Management
 1100 Commerce Drive
 Prescott, AZ 86305

PUBLIC AGENCY: Chief Rusty San Felice
Jerome Police Department
305 Main Street
Jerome, AZ, 86331

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(SIGNATURES FOLLOW)

Town of Jerome

YAVAPAI COUNTY

By: _____
Christina Barber, Mayor

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

Date: _____

Date: _____

Attest

ATTEST:

By: _____
Brett Klein, Town Manager / Clerk

By: _____
Jayme Rush, Clerk of the Board
Yavapai County

Date: _____

Date: _____

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

Approved as to Form:

APPROVED AS TO FORM:

By: _____
John Gaylord, Town Attorney

By: _____
Nicole Weber, Deputy County Attorney
Yavapai County

Date: _____

Date: _____