

**LAW ENFORCEMENT AGREEMENT  
STATEMENT of WORK  
Between  
THE NATIONAL PARK SERVICE  
FLAGSTAFF AREA MONUMENTS  
and  
THE CITY OF FLAGSTAFF  
POLICE DEPARTMENT**

This LAW ENFORCEMENT AGREEMENT (^ Agreement') is entered into by and between the City of Flagstaff, Police Department, hereinafter referred to as "**the Cooperator**" and the National Park Service, Department of Interior, Flagstaff Area National Monuments, hereinafter referred to as the "**National Park Service.**"

Project Title: 5-Year Law Enforcement Agreement, City of Flagstaff, AZ

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The parties to this agreement recognize that public use of National Park System Lands (NPS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NPS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

**ARTICLE II - AUTHORITY**

Title 16 U.S.C. §1a-6(c), Law enforcement personnel within National Park System; and 16 U.S.C. §1g, Agreements for the Transfer of Appropriated Funds to Carry out National Park Service Programs.

**ARTICLE III – STATEMENT OF WORK**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NPS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**The Cooperator shall:**

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A.
- B. Advise the National Park Service Principal Contact of any suspected criminal activities in connection with activities on NPS lands.
- C. Upon the request of the National Park Service, dispatch additional law enforcement personnel within manpower capabilities during extraordinary situations.
- D. Provide the National Park Service Principal Contact with case reports and timely information relating to incidents/crimes in connection with activities on NPS lands.

- E. Bill the National Park Service a flat annual amount of \$5,000.00 in accordance with the Operating Plan. Billing shall occur annually for the annual lump sum.
- F. Give the National Park Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- G. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- H. Monitor the National Park Service radio during the following time period(s): For any emergency or assistance required between the dates of the last signature and September 30, 2022. Address any concerns or notify/request assistance from the National Park Service as required in the judgment of the Cooperator.

The National Park Service shall:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator annually for the fixed amount of \$5,000.00, subject to the terms outlined in Article VI.

Both parties agree:

- A. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NPS lands nor does this agreement have any effect upon the responsibility of the National Park Service for the enforcement of federal laws and regulations relative to NPS lands.
- B. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
  - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  - 2. Specific beginning and ending dates.
  - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  - 4. Specify any training to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  - 5. Billing frequency requirement(s).

6. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

7. A review and signature of a National Park Service Agreements Coordinator.

C. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement

D. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

E. Cooperator's reimbursable expenses must be listed in an approved Operating Plan: expended in connection with activities on NPS lands; and expenses beyond those which are normally able to provide.

F. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the National Park Service may request to provide additional special enforcement activities.

#### **ARTICLE IV – TERM OF AGREEMENT**

This agreement is executed as of the date of the last signature and, unless terminated earlier, is effective through August 31, 2022 at which time it will expire unless renewed.

#### **ARTICLE V – KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

##### National Park Service

Kayci Cook Collins, Superintendent  
National Park Service  
6400 N. HWY 89  
Flagstaff, AZ 86004  
Phone: 928.526.1157 ext. 227  
FAX: 928.526.4259  
Email: kayci\_cook@nps.gov

Deborah Cimmer, Contracting Officer  
Arizona Major Acquisition Buying Office  
1824 S. Thompson Street, Suite 200  
Flagstaff, Arizona 86001  
Phone: 928.638.7434  
Fax: 928.638.7005  
Email: deborah\_cimmer@nps.gov

Elizabeth Burke  
City Clerk  
Phone: 928-779-7607  
Email: Eburke@flagstaffaz.gov

##### City of Flagstaff

Kevin Treadway, Chief  
City of Flagstaff Police Department  
911 Sawmill Road  
Flagstaff, Arizona 86001  
Phone: 928.779.3646  
FAX: 928.213.3372  
Email: Ktreadway@coconino.az.gov

Irene Hunkler, Communications Manager  
City of Flagstaff Police Department  
911 Sawmill Road  
Flagstaff, Arizona 86001  
Phone: 928.231.3373  
Email: ihunkler@coconino.az.gov

- B. **Communications** – The City of Flagstaff will address any communication regarding this Agreement to the agreement technical representative with a copy to the Contracting Officer. Communications that relate solely to technical matters may be sent only to the agreement technical representative.
  
- E. **Changes in Key Officials** – Neither the NPS nor the City of Flagstaff may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement.

**ARTICLE VI – PAYMENT**

- A. Request for payment shall be submitted via the IPP process (instructions attached). A copy of the invoice shall be sent to [deborah\\_cimmer@nps.gov](mailto:deborah_cimmer@nps.gov) and Kayci Cook Collins, Superintendent

**DOI LOCAL CLAUSE - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011)**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment Request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Condition - Commercial Items including in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]:

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The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

- B. In order to ensure proper payment, it is required that the City of Flagstaff register with the System for Award Management (SAM), accessed at <https://www.sam.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents the City of Flagstaff may have with the federal government.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory
- D. Allowable and Eligible Costs: Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.
- E. Travel costs: For travel costs charged against awards under the Agreement, the City of Flagstaff and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

#### **ARTICLE VII – PRIOR APPROVAL**

The City of Flagstaff shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-102.

#### **ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES**

- A. Specific projects or activities for which funds are advanced will be tracked and reported by an annual submission of a SF-425 Federal Financial Report (FFR). A final SF-425 shall be submitted at the completion of the Agreement. Within 90 days of the end of the agreement, a final SF-425 shall be provided to the Contracting Officer.
- B. Within 90 days of the end of the Agreement, a final performance report shall be provided to the Contracting Officer in accordance with 2 CFR 225.
- C. Within 90 days of the end of the Agreement a final property report (SF-428-B) for federally owned property, acquired equipment, and residual unused supplies with a total market value exceeding \$5,000. This report will also be used to indicate that the cooperator has no tangible property to report at closeout.

#### **ARTICLE IX – PROPERTY UTILIZATION**

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.33 through 35 applies to this Agreement.

**ARTICLE X – MODIFICATION AND TERMINATION**

- A. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The National Park Service is not obligated to fund any changes not properly approved in advance.
  
- B. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

**ARTICLE XI – AUTHORIZING SIGNATURES**

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument.

In witness whereof, the parties hereto have executed this instrument as of the last date written below.

**FOR THE CITY OF FLAGSTAFF:**

_____	_____
Coral Evans	Date
MAYOR OF FLAGSTAFF, ARIZONA	

_____	_____
Kevin Treadway	Date
FLAGSTAFF POLICE DEPARTMENT	

ATTEST: The authority and format of this instrument have been reviewed and approved for signature.

_____	_____
CITY CLERK	Date

_____	_____
CITY ATTORNEY’S OFFICE	Date

**FOR THE NATIONAL PARK SERVICE:**

\_\_\_\_\_  
Deborah Cimmer  
NPS Contracting Office

\_\_\_\_\_  
Date

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

**Cooperator Program Contact:**

Kevin Treadway, Chief  
City of Flagstaff Police Department  
911 Sawmill Road  
Flagstaff, AZ 86001.  
Phone: 928.556.2309  
FAX: 928.213.3372  
E-Mail: ktreadway@coconino.az.gov

**Cooperator Administrative Contact:**

Irene Hunkler, Communications Manager  
City of Flagstaff, Police Department  
911 Sawmill Road  
Flagstaff, AZ 86001  
Phone: 928.213.3373  
FAX: 928.213.3372  
E-Mail: ihunkler@coconino.az.gov

**Principle National Park Service Contacts:**

Kayci Cook Collins, Superintendent  
National Park Service  
6400 N. HWY 89  
Flagstaff, AZ 86004  
Phone: 928.526.1157 ext. 227  
FAX: 928.526.4259  
E-Mail: kayci\_cook@nps.gov

**Contracting Officer**

Deborah Cimmer  
Arizona Major Acquisition Buying Office  
1824 S. Thompson Street, Suite #200  
Flagstaff, Arizona 86001  
Phone: 928-638-7434  
FAX: 928-638-7005  
E-Mail: deborah\_cimmer@nps.gov

**II. PATROL ACTIVITIES:**

**RADIO DISPATCHER SERVICES ONLY ARE APPROVED FOR FY17.**

Time schedules for radio dispatch activities, via the Communications Center, will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the National Park Service. The National Park Service will follow all standards and protocols set by the Communications Center for dispatch services.

Radio dispatch activities will include:

- Officer status checks when requested
- Registered vehicle and owner information
- Driver's license information
- Wants and warrant checks
- Calls for assistance or service, i.e., agency notifications, tow trucks, locksmith, etc.
- Hard copy information when requested

Total reimbursements for this category shall not exceed the amount of \$5,000.00.

**III. TRAINING:**

- A. No training/funding is approved for FY17.
- B. Total reimbursement for this category shall not exceed the amount of \$0.00.

**IV. EQUIPMENT:**

- A. No equipment purchase/funding is approved for FY17.
- B. Total reimbursement for this category shall not exceed the amount of \$0.00.

**V. BILLING FREQUENCY:**

- A. The Cooperator will be reimbursed for approved expenditures on a annual basis.
- B. The following is a breakdown of the total estimated costs associated with this Statement of Work.

Category	Estimated Costs	Not to Exceed by %
Radio Dispatch	5,000.00	NA
Training	0.00	NA
Equipment	0.00	NA
Special Enforcement Situations	TBA	NA
Total	\$5,000.00	NA.

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Law Enforcement Agreement, or de-obligated at the request of the National Park Service.



In witness whereof, the parties hereto have executed this Statement of Work as of the last date written below.

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City of Flagstaff, Arizona  
Police Department

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National Park Service  
Superintendent

The authority and format of this instrument have been reviewed and approved for signature.