

**AGREEMENT
REGARDING
REAL-TIME CRIME CENTER FUNDING**

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as “DPS”, and the City of Peoria, Arizona, hereinafter referred to as “the City”.

The purpose of this Agreement shall be to accomplish the provisions of Laws 2023, Chapter 133, Section 77 regarding funding for “Real-Time Crime Centers”.

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

DPS agrees to transfer \$2,600,000 to the City, upon request. Pursuant to Laws 2023, Chapter 133, Section 77, the City shall utilize such funds to operate a real-time crime center that:

1. Uses technology to effectively and safely provide assistance to law enforcement agencies and fire departments and districts.
2. Integrates crime investigation technology to provide real-time information to responding law enforcement agencies and fire departments and districts.
3. Is available for use by law enforcement agencies and fire departments and districts that are located in any city, town or county in the region.

II. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages because of termination under this paragraph.

III. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees

are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

IV. INDEMNIFICATION

Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

V. RECORDKEEPING

All records regarding the Agreement, including procurement and financial records, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VI. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VII. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration in Maricopa County, Arizona, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

VIII. IMMIGRATION

The parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

IX. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2023, and shall expire on June 30, 2024. If funds are not allocated to support this agreement, DPS will provide written notice to the City notifying them of termination of funding and cancellation of the Agreement.

X. CANCELLATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XI. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective.

Any notice required to be given under the Agreement will be provided by mail to:

Philip Case, Budget Officer
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Art Miller, Police Chief
Peoria Police Department
8351 West Cinnabar Avenue
Peoria, AZ 85345

XII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director

Date: _____

CITY OF PEORIA

By: _____
Henry Darwin, City Manager

Date: _____

ATTEST:

By: _____
Agnes Goodwine, City Clerk

Date: _____

This Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona.

OFFICE OF THE CITY ATTORNEY

By: _____
Emily Jurmu, Esq.
8401 West Monroe
Peoria, Arizona 85345