

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEORIA AND THE CITY OF SURPRISE TO
PROVIDE SURPRISE WITH A TEMPORARY RADIO DISPATCH
LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into as of the day and date set forth on the respective signature pages between and among the City of Peoria (“Peoria”) and the City of Surprise (“Surprise”), collectively “the Parties.”

IN CONSIDERATION of the covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Intent of Agreement

- 1.1 The purpose of this Agreement is for Peoria to provide to Surprise a temporary radio dispatch location in the event that the Surprise radio dispatch center cannot be used or is not available.
- 1.2 This agreement shall be effective and binding for a term of ten (10) years unless sooner terminated as set forth herein.

2. Responsibilities of the Parties

- 2.1 Peoria shall temporarily make available space within its dispatch center for Surprise according to the terms and conditions described in Sections 2.4 through 2.8.
- 2.2 For the services described in this Subsection 2, Peoria shall not charge Surprise.
- 2.3 Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Parties.
- 2.4 Console and Call Taker positions. Peoria shall provide one console for the purpose of main radio dispatching. Peoria shall provide one console for call taking purposes. Peoria will provide additional consoles based on staffing. Surprise will have the ability to hotseat their phone operations for 911 phone calls. Peoria shall provide access to a computer at both consoles for Surprise to access CAD/RMS which is cloud based. Surprise will need to bring Surprise cellular phones for their non-emergency phone calls.
- 2.5 Relocation Approval. Surprise will provide Peoria with a fifteen (15) minute notice prior to its arrival at the Peoria Communications Center.

- 2.6 Time Length of Relocation. There is no maximum time limit for how long Surprise may relocate at the Peoria Communications Center. However, both parties acknowledge the intent is that this relocation be of a temporary duration ending as soon as Surprise can once again begin using its Communications Center.
- 2.7 Surprise access to Communications Center.
- A. Upon requesting permission to relocate or as soon as possible thereafter, the Surprise Communications Manager or designee shall provide to the Peoria Communications Manager or designee a roster of names and ID numbers of Surprise employees who will be relocating to the Peoria Communications Center.
 - B. Surprise employees will access the Communication Center through the Police Department lobby, Monday through Friday, 0700 to 1800 hours. They will wait for an escort into the Communications Center from Peoria staff.
 - C. During hours when the Police Department lobby is not open, Surprise employees will access the Communications Center using the red phone outside the police department lobby to contact the Communications Center to let them know of their arrival. They will then wait for an escort into the Communications Center from Peoria staff.
 - D. When working at the Peoria Communications Center pursuant to this Agreement, Surprise employees will carry their department issued identification cards at all times and will display that identification card upon request by any Peoria employee.
- 2.8 Surprise employee conduct. Surprise employees will follow the City of Surprise Employee Policy Manual as well as all Surprise Police Department policies and procedures, including Code of Ethics – ROC-01 and Rules of Conduct, Performance & Attendance – ROC-02. Surprise will be solely responsible for the supervision of Surprise employees and for their conduct.

3. *Hold Harmless and Indemnification*

- 3.1 Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that Party to the extent arising from any negligent, reckless or intentional act or omission by any of that Party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.2 Each Party shall be solely responsible for the costs of repair of damage to equipment caused by that Party.

- 3.3 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend each other Party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Indemnified Parties to the extent arising from any negligent, reckless or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.4 In the event of any lawsuit that names more than one Party as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
- 3.5 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party assigned to carrying out the obligations of the Agreement shall remain an employee of such Party.

4. Insurance

- 4.1 The Parties mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

5. Agreement Modification and Integration

- 5.1 To be effective, any modification of this Agreement must be in writing and signed by the Parties.
- 5.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the Parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect and shall not alter any term or condition of this Agreement.

6. Termination of Agreement and Assignment

- 6.1 Termination. Any Party wishing to terminate participation prior to the end of the 10-year term must provide, not less than ninety (90) days prior, written notice of intent to terminate to the other party.
- 6.2 Assignment. No party may assign its rights and obligations under this Agreement.

7. Disputes

All Parties to this Agreement shall make every effort to resolve disputes with the Parties involved. If settlement is not obtained, these parties shall consider mediation or arbitration.

8. No Third Party Rights Created

Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

9. General Terms

- 9.1 No member, official or employee of the any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 9.2 Each Party warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.
- 9.3 No member, official or employee of any Party will be personally liable to the other Parties, or any successor in interest, in the event of any default or breach by that Party or for any amount which may become due to another Party, or on any obligation under the terms of this Agreement.
- 9.4 Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 9.5 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this

Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- 9.6 The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 9.7 Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and a party may be subject to penalties up to and including termination of the Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

**{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES ARE SET FORTH
ON TWO SEPARATE PAGES FOLLOWING THIS PAGE}**

CITY OF PEORIA

BY: _____

ITS: Mayor _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria and the City of Surprise, is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: Mayor _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria and the City of Surprise, is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY