

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made, entered into and effective this 1st day of July 2024 (the "Effective Date"), by and between the City of Mesa, an Arizona municipal corporation ("Mesa"), and the City of Tempe, an Arizona municipal corporation ("Tempe"). Mesa and Tempe shall also be known collectively as the "Parties" or individually as a "Party".

RECITALS

Whereas the Parties are authorized to enter into this Agreement pursuant to A.R.S. Section 11-951 et seq. and A.R.S. Section 13-3871 et seq.; and

Whereas the Parties recognize that having an Agreement for the sharing of detention facilities will provide their respective communities with enhanced public safety services and;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the Parties and the benefits to be received by the Parties under this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS: The above recitals are incorporated herein by this reference.
2. PURPOSE: This Agreement is intended to allow each Party to utilize the Detention Facility of the other Party for the booking and holding of prisoners in the event the Detention Facility of one Party becomes unavailable due unforeseen circumstances or in the event construction or repairs need to be made to a Detention Facility. This Agreement also includes use of department transport vehicles. In the event either Party has transport vehicles that are under repair or downed for unforeseen circumstances, this Agreement allows for either Party to utilize an available transport vehicle from the other Party until the requesting Party has a suitable vehicle available.
3. AUTHORITY: Pursuant to A.R.S. Section 13-3871.1, the authority of a peace officer may extend to any place within the state with the consent of a chief of police having primary responsibility for law enforcement within the jurisdiction or territory. The Tempe Chief of Police hereby grants such authority to Mesa peace officers for booking prisoners into the Tempe Detention Facility either directly or indirectly through Mesa detention officers. The Mesa Chief of Police hereby grants such authority to Tempe peace officers for booking prisoners into the Mesa Holding Facility either directly or indirectly through Tempe detention officers.

4. **COSTS:** Each Party shall absorb its own costs in support of this Agreement except that if use of the other Party's Detention Facility is going to be for an extended period beyond a short-term basis, the Parties can enter separate agreements for reimbursement of costs for extended use of the other's Detention Facility.

5. **TRANSPORATION OF PRISONERS:** Each Party shall be responsible for transporting prisoner(s) to and from the other Party's Detention Facility along with all applicable paperwork.

6. **ADVANCED NOTICE:** Each Party shall attempt to provide as much advanced notice as possible in the event a Party needs to utilize the Detention Facility of the other Party.

7. **INDEMNIFICATION:** To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, its elected officials, officers, employees, volunteers 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 which, are the result of any act or omission of the Party, its elected officials, officers, employees, volunteers, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement.

8. **TERM:** This Agreement shall be effective July 1st, 2024 and shall expire on July 1st, 2034. The Agreement may be extended upon mutual Agreement of the Parties for additional terms with each additional term not to exceed ten (10) years.

9. **TERMINATION:** Either Party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other Party.

10. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY:** Pursuant to A.R.S. §23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both Parties. The employing Party shall be solely liable for payment of worker's compensation benefits.

11. **ENTIRE UNDERSTANDING:** This Agreement embodies the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements and understandings, inducements, and conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an Agreement in writing.

12. **BINDING NATURE OF AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns, except no party may assign or transfer such Party's rights or obligations under this Agreement without the prior written consent of the other Party.

13. **STATUTORY CANCELLATION RIGHT:** In addition to its other rights hereunder, each Party shall have the cancellation rights specified in A.R.S. § 38-511 (relating to conflicts of interest).

14. COMPLIANCE WITH THE E-VERIFY PROGRAM: To the extent applicable under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each party 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).

15. SEVERABILITY: The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16. CONTRACT ADMINISTRATOR FOR CITY OF MESA. The contract administrator for the City of Mesa shall be the Chief of Police of the Mesa Police Department, or his/her designee or replacement. The Mesa Contract Administrator shall be authorized to represent Mesa on all matters relating to the performance and enforcement of this Agreement.

17. CONTRACT ADMINISTRATOR FOR CITY OF TEMPE. The contract administrator for the City of Tempe shall be Chief of the Police of the Tempe Police Department, or his/her designee or replacement. The Tempe Contract Administrator shall be authorized to represent Tempe on all matters relating to the performance and enforcement of this Agreement.

18. NOTICES: All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

City of Mesa
Attn: Chief of Police Kenneth Cost
MESA Police HQ
130 N Robson
MESA, AZ 85201

City of Tempe
Attn: Chief of Police Kenneth McCoy
Tempe Police Department
120 E. 5th Street
Tempe, AZ 85281

With a copy to:

Office of the Mesa City Attorney
Attn: Deputy City Attorney
20 E. Main St.
Mesa AZ, 85201

Tempe Police Department
Attn: Miyoung Kim
120 E. 5th Street
Tempe, AZ 85281

19. COUNTERPARTS. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

In witness whereof, the parties have executed this Agreement on the day and year first written above.

City of Mesa, an Arizona municipal
corporation

BY _____
Mayor

ATTEST:

City Clerk

AUTHORIZED PURSUANT TO A.R.S. SECTION 13-3871, ET SEQ.

BY _____
Kenneth Cost
Chief of Police

APPROVED AS TO FORM:

BY _____
City Attorney

Contract# 2022-135-COS

City of Tempe, an Arizona municipal corporation

BY 
Corey D. Woods Mayor

ATTEST:



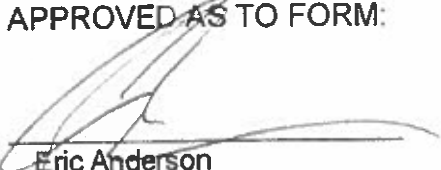
Kara A. DeArrastia
City Clerk

AUTHORIZED PURSUANT TO A.R.S. SECTION 13-3871, ET SEQ.

By


Kenneth McCoy
Chief of Police

APPROVED AS TO FORM:


Eric Anderson
City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Mesa

By: _____

City Attorney

Dated: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Tempe

By: _____

Eric Anderson
City Attorney

Dated: 4/26/24