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11/22/2016

CITY OF GLENDALE, ARIZONA

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GLENDALE AND THE
CITY OF PEORIA TO PROVIDE DETENTION AND
WEEKEND COURT SERVICES FOR THE CITY OF
PEORIA POLICE DEPARTMENT**

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

WHEN RECORDED, RETURN TO:

City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GLENDALE AND THE CITY OF PEORIA
TO PROVIDE DETENTION AND WEEKEND COURT SERVICES
FOR THE CITY OF PEORIA POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into the *22* day of *November*, 2016 by and between the City of Glendale, hereinafter referred to as GLENDALE, and the City of Peoria, hereinafter referred to as PEORIA.

WHEREAS, GLENDALE, through the Glendale Police Department, hereinafter referred to as GLENDALE POLICE, provides police protection services for the City of Glendale, Arizona, and owns, maintains and contracts for detention facilities for the incarceration of its prisoners; and

WHEREAS, GLENDALE, through the Glendale City Court, hereinafter referred to as GLENDALE CITY COURT, provides court services for the City of Glendale, Arizona and owns, maintains and contracts for court services for the timely processing of its prisoners; and

WHEREAS, PEORIA does not have the facilities to provide prisoner detention or weekend court services, and wishes to enter into an Intergovernmental Agreement with GLENDALE whereby the GLENDALE POLICE, GLENDALE CITY COURT and members of their staff will furnish to PEORIA certain detention and court services; and

WHEREAS, PEORIA wishes to contract with GLENDALE for the performance of hereinafter described detention and court services by GLENDALE through the GLENDALE POLICE and GLENDALE CITY COURT thereof;

WHEREAS, such contracts are authorized and provided for by the provisions of A.R.S. 11-951, et seq., and

WHEREAS, PEORIA may enter into intergovernmental agreements by Peoria City Charter Article 1, Section 3(15) and Glendale by Glendale City Charter Article VIII, Section 1;

NOW, THEREFORE, in consideration of the usual covenants contained herein, GLENDALE and PEORIA agree as follows:

1. **DETENTION SERVICES.** GLENDALE through GLENDALE POLICE agrees to receive PEORIA arrestees for booking, detention, and incarceration. GLENDALE will supply safekeeping, care and maintenance of persons arrested by PEORIA and booked into GLENDALE Detention system at a rate of \$127.61 per inmate per day. If a PEORIA arrestee is ordered to serve more than 48 hours in

GLENDALE, GLENDALE POLICE may transport PEORIA arrestees to a Maricopa County facility, and PEORIA agrees to pay all costs imposed by Maricopa County for such arrestee. In furtherance of their duties and responsibilities contained in this Agreement, GLENDALE and GLENDALE POLICE will provide, inter alia, the facilities, personnel, and other necessary items to fulfill duties and responsibilities as set forth herein. In addition, GLENDALE will notify victims of arrestees' release from GLENDALE.

2. COURT SERVICES. GLENDALE, through GLENDALE CITY COURT, agrees to receive PEORIA arrestees, on a case by case basis as PEORIA may request, and will supply court services during weekends and holidays of persons arrested by PEORIA and booked into GLENDALE detention system at a rate of \$69.78 per inmate, per court appearance. This fee does not include interpreter or judicial services, which PEORIA will arrange outside of this agreement. In furtherance of the duties and responsibilities contained in this agreement GLENDALE and GLENDALE CITY COURT will provide, inter alia, the facilities, clerical personnel, and other necessary items to fulfill the duties and responsibilities as set forth herein. GLENDALE CITY COURT reserves the right to modify its hours of operation in its sole discretion.

The rendition of the services described in Sections 1 and 2, the standards of performance, the supervision of officers and court staff, and any other matters incidental to the performance of such services under the control of personnel so employed, will remain in the sole discretion of GLENDALE, GLENDALE CITY COURT and GLENDALE POLICE. In the event of dispute between the parties as to the extent of performance of such service, the determination thereof made by GLENDALE shall be final and conclusive as between the parties.

3. ADDITIONAL SERVICES. During the term of this agreement, if PEORIA desires additional services, PEORIA will notify GLENDALE of the additional services desired by PEORIA, and GLENDALE will consider the request from PEORIA. Should PEORIA, GLENDALE, GLENDALE POLICE or GLENDALE CITY COURT reach an agreement with respect of such additional detention or court services and the cost thereof, then PEORIA and GLENDALE shall adopt respective resolutions approving the additional services to be performed by GLENDALE POLICE and/or GLENDALE CITY COURT and the cost thereof to be paid by PEORIA to GLENDALE. GLENDALE has no obligation to accept any request for additional services from PEORIA.

4. TERMS OF AGREEMENT. Either party may terminate this Agreement by notice in writing to the other party of not less than ninety (90) calendar days prior to the date of such termination.

4.1 PEORIA agrees to pay GLENDALE the rates as set forth in Sections 1 and 2 above for the services provided. Prisoners will not serve time longer than 48 hours consecutively in the Glendale City Detention Facility. The rates will not be subject to change during the period of this Agreement except as provided for in Section 4.3 below or for additional services pursuant to Section 3 above. It is further agreed that the number of prisoner days will be submitted to PEORIA by GLENDALE on a monthly basis.

4.2 The term of the Agreement shall be for two (2) years, commencing on July 1, 2016 and ending on June 30, 2018 (initial term). Unless terminated in accordance with Section 4 of this Agreement, the agreement may be renewed upon its expiration for additional one (1) year terms by the mutual written agreement of the City of Glendale Police Chief and the City of Peoria Police Chief.

- 4.3 If during the term of this Agreement, or an extension thereof, GLENDALE establishes new rates, PEORIA shall continue to pay the previous per diem rate for a period of Ninety (90) days , during which time PEORIA and GLENDALE POLICE shall renegotiate the terms of this Agreement. If, at the end of Ninety (90) days, a new Agreement has not been reached, PEORIA shall be responsible under the terms of this Agreement for payment at the new rates for those PEORIA prisoners then in the care and custody of GLENDALE POLICE.
- 4.4 PEORIA understands and agrees that the calculation of the number of days a PEORIA prisoner is incarcerated will include the first day of a PEORIA prisoner's incarceration, or any part of that day. The final days of incarceration shall not be included in the calculation unless the first and last day of a PEORIA prisoner's incarceration coincides. For the purpose of this Agreement, an incarceration day will begin at 12:00 p.m., and end at 11:59 a.m. The minimum billing for a PEORIA prisoner who is booked into the Glendale Detention Facility is one day.
- 4.5 All charges, costs, fees, expenses, and/or financial responsibilities under this Agreement, will be paid by PEORIA within sixty (60) calendar days of billing from GLENDALE. Failure to pay within sixty (60) days of billing may result in cancellation of this Contract at the sole discretion of GLENDALE without further notice.
- 4.6 PEORIA and GLENDALE may audit each other's records pertaining to PEORIA prisoners maintained by GLENDALE POLICE pursuant to the terms of this Agreement. Each party, prior to conducting an audit, must give (30) days' notice to the other party. If as a result of this audit, the fees, charges or other billable items as discussed in the Agreement are in excess or understated, then appropriate adjustments are to be made, and PEORIA agrees to pay GLENDALE the amount due on the next monthly billing or GLENDALE shall credit the amount due to PEORIA upon the next monthly billing until the adjusted amount is balanced, whichever is appropriate.
- 4.7 PEORIA, GLENDALE POLICE, GLENDALE CITY COURT and GLENDALE agree that each shall use their best efforts to cooperate with each other, and in sharing information in order to reduce delay, duplication of effort and data, and attempt to reduce the cost of booking, detention, incarceration, and court services of prisoners in the GLENDALE POLICE detention system and/or the GLENDALE CITY COURT.

5. STANDARD OF TREATMENT. PEORIA prisoners will be held in the same manner as GLENDALE prisoners. Male and female prisoners will be segregated according to law. PEORIA prisoners will not be permitted to leave the GLENDALE POLICE detention system for any reason except when authorized by law. No person confined in the GLENDALE POLICE detention system shall be subjected to discrimination in any manner or form because of race, color, sex, religion, age, handicap, or national origin. PEORIA prisoners will be subject to the same rules and regulations as GLENDALE prisoners. PEORIA prisoners may consult with attorneys and have the same privileges as GLENDALE prisoners.

6. MEDICAL CARE AND TREATMENT.

- 6.1 **Pre-incarceration Medical Care & Treatment of PEORIA Prisoners.** PEORIA understands that it is ultimately responsible for transporting arrestees to obtain pre-incarceration medical treatment. GLENDALE will not assume, and PEORIA holds GLENDALE harmless for, any financial responsibility for providing medical care and treatment of PEORIA prisoners prior to their being incarcerated in the GLENDALE POLICE detention facility (or following incarceration as stated in Section 6.2). GLENDALE POLICE reserves the right to refuse any PEORIA arrestees based on medical or psychiatric reasons.
- 6.2 **Medical Care & Treatment of PEORIA Prisoners During Incarceration.** After a PEORIA prisoner is incarcerated in the GLENDALE POLICE detention facility, GLENDALE POLICE will arrange for medical care and treatment to PEORIA prisoners in the same manner as all GLENDALE prisoners. PEORIA POLICE will be responsible for the escorting of PEORIA arrestees to the proper medical facility. PEORIA is financially responsible for any and all medical care and treatment incurred by PEORIA prisoners incarcerated in GLENDALE facilities. The assumption of financial responsibility under this Section is intended solely to allocate responsibility as between PEORIA and GLENDALE; it is not intended to, nor does it, relieve any prisoner or other third party of liability for such medical care and treatment. However GLENDALE will assume financial responsibility for the medical care and treatment of a PEORIA prisoner made necessary by the negligent or intentional conduct of GLENDALE, its employees, or agents, unless PEORIA's negligent or intentional conduct also caused the need for medical care and treatment of a PEORIA prisoner, in which case financial responsibility is apportioned between GLENDALE and PEORIA according to their respective liability.

GLENDALE will notify PEORIA of any medical care and treatment prior to incurring the same, unless emergency care is required and such prior notice is not feasible. If emergency treatment is necessary, GLENDALE shall secure such necessary special medical care and treatment, including hospital services, without prior notice to PEORIA but shall notify PEORIA at the earliest practical time.

Notice of medical care and treatment under this Section 6.2 may be given verbally, either in person or by telephone and PEORIA'S decision to retain custody, or release the prisoner from custody, may be given verbally in person by a law enforcement officer of PEORIA who exhibits a valid identification card or fax or teletype to the GLENDALE POLICE Department. If fax or teletype is used then PEORIA'S decision must be communicated on an official document of PEORIA. Verbal notice under this paragraph shall be confirmed in writing by the parties delivered personally to the recipient within twenty-four (24) hours of the original verbal communication, or in cases involving PEORIA holidays, within twenty-four (24) hours of the last day of the holiday period.

Written notice of medical care and treatment shall be given to:

PEORIA

Chief of Police
Peoria Police Department
8351 W. Cinnabar Avenue
Peoria, Arizona 85345

GLENDALE

Chief of Police
Glendale Police Department
6835 N. 57th Drive
Glendale, Arizona 85301

Charges to PEORIA by GLENDALE for medical care and treatment shall be treated separately and shall constitute a separate and additional fee or expense, and PEORIA will promptly pay the charges upon receipt of a bill, invoice or other statement containing the charges. More specifically, PEORIA agrees that in the event that a PEORIA prisoner receives medical treatment, PEORIA will be responsible for all costs incurred for such care and treatment of PEORIA prisoner, unless otherwise specified in this Agreement.

7. **INSURANCE.** The parties hereto agree to secure and maintain insurance coverage for any and all risks which may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. This insurance may be fulfilled by acquisition of insurance or the maintenance and operation of a self-insurance program. Insurance maintained by the parties to this Agreement must contain provisions whereby the other party to this Agreement is provided a certificate of insurance/self-insurance.

8. **APPLICABLE LAW.** This Agreement is to be construed according to the Law of the State of Arizona.

9. **AMENDMENTS.** The parties understand and specifically agree that the terms of this Agreement may be amended from time to time only upon written mutual agreement by each party and that such amendments are to be integrated into this Agreement.

10. **INTEGRATION.** This Agreement is the sole understanding and agreement by the parties hereto and supersedes any other written and/or oral agreement relative to the subject matter of this Agreement.

11. **FACILITIES AND PERSONNEL.** All personnel affected by this Agreement will continue to be employed and supervised by their respective agency. All facilities and equipment will continue to be controlled by the agency of original origin.

GLENDALE POLICE agrees to supply PEORIA POLICE with twenty-four (24) hour access to the GLENDALE POLICE detention facility. GLENDALE POLICE agrees to furnish PEORIA POLICE with sufficient number of magnetic security access cards to facilitate access at a cost of \$8.00 per card. Once purchased, these cards become the property of PEORIA. PEORIA agrees to maintain records of cards issuance, and agrees to notify GLENDALE POLICE immediately of any lost or stolen magnetic security access cards.

The personnel of GLENDALE POLICE and PEORIA POLICE will not for any purpose be considered employees or agents of Peoria or Glendale (respectively). The parties assume full responsibility for the

actions of their own personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

12. INDEMNITY BY PEORIA. PEORIA, to the extent permitted by law, agrees to indemnify and save harmless GLENDALE, or any of its departments, agencies, elected officials, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. GLENDALE shall in all instances be indemnified against all liability, losses, or damage of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been by the negligence or intentional conduct of GLENDALE.

13. INDEMNITY BY GLENDALE.

13.1 GLENDALE, to the extent permitted by law, agrees to indemnify and save harmless PEORIA, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the performance of the provisions of this Agreement. PEORIA shall in all instances be indemnified against all liability, losses, or damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance of this Agreement, except when such injury or damages shall have been occasioned by the negligence or intentional conduct of PEORIA.

13.2 GLENDALE acknowledges that it will retain complete and exclusive control over the operation of the court facilities, jail, conditions of incarceration, number of inmates incarcerated and maintenance of the jail. GLENDALE agrees specifically to indemnify PEORIA against all liability, losses, damages, costs, attorney's fees or claims of any nature arising out of any claim by inmates of the jail alleging violation of their civil or constitutional rights due to conditions of incarceration or acts by GLENDALE, its departments, agencies, officers and employees in the operation of the jail.

14. ATTORNEY'S FEES. In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

15. RECORDING. This Agreement and any amendments will be recorded in the Maricopa County Recorder's Office within ten (10) days after complete execution, and this Agreement and any amendments will not become effective until after it or they have been recorded.

16. CONFLICTS OF INTEREST. This Agreement may be cancelled for conflict of interest by either party in accordance with A.R.S. 38-511.

17. IMMIGRATION LAW COMPLIANCE. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

18. NO BOYCOTT OF ISRAEL. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

19. NON-DISCRIMINATION POLICIES. The parties agree that they must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

IN WITNESS WHEREOF, GLENDALE has by order of its Mayor and City Council caused these present to be subscribed by the City Manager, the seal of Board to be affixed thereto and witnessed by Clerk of said Board, and PEORIA has caused them to be subscribed by its City Manager and the Seal of said PEORIA to be affixed hereto, and attested by the City Clerk on the day and year hereinabove written.

IN WITNESS WHEREOF, GLENDALE has caused this instrument to be executed by the City Manager and attested to by its City Clerk; and PEORIA has caused this Agreement to be executed by its City Manager on the 22 day of November 2016.

APPROVED:



Kevin R. Phelps, City Manager

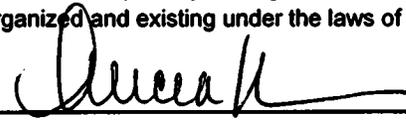
APPROVED:



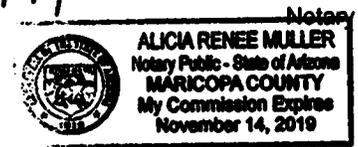
Carl Swenson, City Manager
Jeff Tyne, DCM for

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing Intergovernmental Agreement was acknowledged before me this 29th calendar day of November 2016, by Kevin R. Phelps, City Manager of the City of Glendale, a municipal corporation duly organized and existing under the laws of the State of Arizona.

MY COMMISSION EXPIRES: 11-14-19 

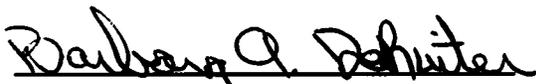
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)


ALICIA RENEE MULLER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 14, 2019

The foregoing Intergovernmental Agreement was acknowledged before me this 5th calendar day of October 2016, by Carl Swenson, City Manager of the City of Peoria, a municipal corporation duly organized and existing under the laws of the State of Arizona.

MY COMMISSION EXPIRES:

BARBARA A. DERUITER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 24, 2019

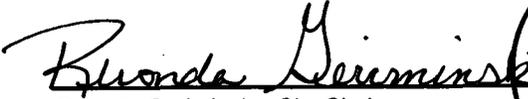


Notary Public

ATTEST:


Julie Bower, City Clerk

ATTEST:


Rhonda Geriminsky, City Clerk

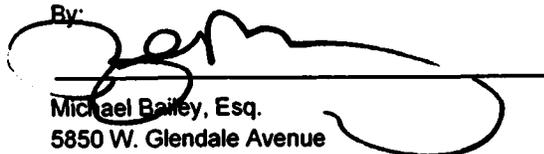


INTERGOVERNMENTAL AGREEMENT DETERMINATION

This agreement has been reviewed by the Office of the City Attorney as legal counsel for the City of Glendale, and determines that the agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Glendale.

DATED: November 24, 2016

Office of the City Attorney

By: 
Michael Bailey, Esq.
5850 W. Glendale Avenue
Glendale, AZ 85301

INTERGOVERNMENTAL AGREEMENT DETERMINATION

This agreement has been reviewed by the Office of the City Attorney as legal counsel for the City of Peoria, and determines that the agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Peoria.

DATED: October 5, 2016

Office of the City Attorney

By: 
Steve Burg, Esq.
8401 W. Monroe Street
Peoria, AZ 85345