

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the City of Tempe, hereinafter referred to as “Tempe” and the Town of Gilbert, hereinafter referred to as “Gilbert”, on behalf of Tempe and Gilbert, hereinafter referred to collectively as “the Cities”. The parties hereby agree as follows:

1. **Authority:** the Code and Ordinances of Tempe and Gilbert, the Cities’ policies, and/or the Cities’ Councils empower the Police Chiefs of Tempe and Gilbert to enter into contracts for professional services.

Both parties are authorized by A.R.S. §11-952 to enter into this Intergovernmental Agreement for the joint exercise of common authority,

2. **Personnel:** when the Gilbert or Tempe Police Legal Advisor is out of office and unavailable for immediate response to on-call matters for legal consultation and guidance to law enforcement personnel for matters concerning criminal investigations, response to major incidents involving serious injury, death, and/or extensive property damage related to police action, the Cities agree to temporarily assign urgent or emergent matters to the other City’s Police Legal Advisor (hereinafter “On-call Assignment”). Written notice shall be provided to the other respective Police Legal Advisor for any temporary periods of On-call Assignment. During a period of On-call Assignment, each Police Legal Advisor shall retain all rights and responsibilities of his or her respective municipality during this temporary assignment.
3. **Duration:** The period of assignment pursuant to this Contract will commence on July 1, 2016, and will terminate June 30, 2018, or until extended. Extension may be granted by written mutual agreement signed by the respective municipal council.
4. **Funds:** The reasonable expenses and expenditures shall be reimbursed between the municipalities. However, neither Tempe nor Gilbert shall be responsible for the salary or benefit contribution of the other municipality’s employee, including but not limited to Workers Compensation coverage.
5. **Termination:** Either party may terminate this Contract upon thirty (30) days written notice to the other party.

6. **Conflict of Interest:** Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the party receives written notice of the cancellation unless the notice specifies a later time.
7. **Notices:** Any notices made under this Contract shall be made to the Tempe Police Chief and Gilbert Police Chief, at their places of business.
8. **Non-Discrimination:** The parties shall comply with applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.
9. **Employment verification statutes:** The parties agree to comply with A.R.S. §41-4401 and 23-214 regarding employment eligibility verification.
10. **Workers Compensation Coverage:** The parties agree that A.R.S. §23-1022 controls concerning workers compensation coverage.
11. **Cancellation:** Either party may cancel this Contract without penalty or further obligation pursuant to A. R. S. § 38-511.
12. **Use of Arbitration:** In the event of a dispute, after exhaustion of all administrative remedies, arbitration will be used to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
13. **Non-Availability of Funds:** Every payment obligation of the Cities under this Contract is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Cities at the end of the period for which funds are available. No liability shall accrue to the Cities in the event this provision is exercised, and the Cities shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **General Indemnification:** Nothing in this Contract shall be interpreted to modify or otherwise affect any common law or statutory right to indemnity or contribution that any party to this Contract may have against any other party

relative to any incident arising out of the performance of this Contract. Each party to this Contract is responsible for its own negligence.

16. **Employment and Organization Disclaimer:** This Contract is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 2016.

TOWN OF GILBERT

Jenn Daniels
Mayor, Town of Gilbert

Date: _____

ATTEST:

Town Clerk

Date: _____

APPROVED AS TO FORM:

Town Attorney

Date: _____

CITY OF TEMPE

Mark W. Mitchell
Mayor, City of Tempe

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____