



Chandler · Arizona
Where Values Make The Difference

#12

JAN 12 2012

Chandler



2010

MEMORANDUM

Police Department – Memo 2011-103A

DATE: DECEMBER 15, 2011

TO: MAYOR AND COUNCIL

THRU: RICHARD DLUGAS, CITY MANAGER RD
SHERRY KIYLER, POLICE CHIEF ^{SK}

FROM: DAVID LIND, ASSISTANT POLICE CHIEF ^{DL}

SUBJECT: RESOLUTION NUMBER 4558, AUTHORIZING AND APPROVING INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND: KINGMAN POLICE DEPARTMENT; AND WICKENBURG POLICE DEPARTMENT, FOR POLICE OFFICER(S) TO ATTEND CHANDLER POLICE MOTORCYCLE TRAINING COURSE

SUMMARY: Kingman Police Department and Wickenburg Police Department wish to enter into IGAs with the City for police officer(s) as identified in each IGA to attend a Chandler Police motorcycle training course.

DISCUSSION: The City, through the Police Department, is conducting a police motorcycle training course in January and February 2012. The Kingman Police Department and Wickenburg Police Department wish to send police officer(s) to attend this training. Chandler Police Department is offering the course at no charge to these agencies. Each agency accepts sole liability under its worker's compensation insurance for any injury that may occur to its officer during this training.

FINANCIAL IMPLICATIONS: None

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution Number 4558.

PROPOSED MOTION: Move to approve City of Chandler Resolution No. 4558 authorizing and approving an Intergovernmental Agreement between the City of Chandler and: Kingman Police Department and Wickenburg Police Department, for Police Officer(s) to attend Chandler Police Motorcycle Training Course and authorize the Police Chief to administer, execute, and submit all documents and other necessary instruments in connection with said program.

3 Attachments:

1. Resolution No. 4558
2. Copy of IGA with Kingman Police Department and Wickenburg Police Department

RESOLUTION NO. 4558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND: KINGMAN POLICE DEPARTMENT; AND WICKENBURG POLICE DEPARTMENT, FOR POLICE OFFICER(S) TO ATTEND CHANDLER POLICE MOTORCYCLE TRAINING COURSE.

WHEREAS, Kingman Police Department and Wickenburg Police Department wish to enter into IGAs with the City for police officer(s) as identified in each IGA to attend a Chandler Police motorcycle training course; and

WHEREAS, the City of Chandler, through its Police Department, wishes for police officer(s) from the identified agencies to attend Chandler's police motorcycle training course;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to provide the training requested by the Kingman Police Department and Wickenburg Police Department.

Section II. THAT Sherry Kiyler, Police Chief, is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said programs.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2012.

ATTEST:

CITY CLERK

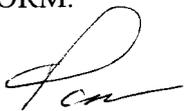
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4558 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2012.

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT TO ATTEND BASIC POLICE MOTORCYCLE
OPERATION TRAINING COURSE

THIS AGREEMENT, is made and entered into this 3rd day of November, 201~~2~~, pursuant to Article 1 Sec.1.03 of the Chandler City Charter and Arizona Revised Statutes 11-951 through 11-954 as amended, between the City of Chandler Police Department (Chandler) and the Kingman Police Department.

WITNESSETH:

WHEREAS, Chandler is conducting a police motorcycle training course from January 12th 2012, through February 3rd , 2012; and

WHEREAS, it is the desire of the Kingman Police Department to send 1 officer to attend the Chandler police motorcycle training course; and

WHEREAS, it is the desire of Chandler and Kingman Police Department to enter into an Intergovernmental agreement where Chandler will train 1 officer from Kingman Police Department and in return, Kingman Police Department accepts sole liability under its Worker's Compensation insurance for any injury that may occur to its officer during this training course.

NOW, THEREFORE, IT IS AGREED:

1. Chandler will train 1 officer from Kingman Police Department during its police motorcycle training course.
2. In return, Kingman Police Department. agrees that for the purposes of Workmen's Compensation, its officers in training while working under the jurisdiction or control of, or working within the jurisdictional boundaries of Chandler pursuant to this particular Intergovernmental Agreement for law enforcement training, shall be deemed to be an employee of Kingman Police Department who is his primary employer and of Chandler under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D) and that Kingman Police Department shall be solely liable for payment of Workers' Compensation benefits for the purposes of this section. Each party shall comply and Kingman Police Department does confirm compliance with the provisions of A.R.S. §23-1022(E) by posting public notice.
3. This Intergovernmental Agreement is intended to fully implement the holding in Callan v. Bernini, 213 Ariz. 257, 141 P.3d 737(2006).
4. It is not intended by this agreement to create, and nothing contained in this agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

5. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
6. 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 third person (including death) or property damage, but only to the extent that such claims are caused by the negligence, misconduct, or other fault of the indemnitor, its agents, employees, or contractors.
7. Either party may terminate this agreement by written notice to the other party with thirty (30) days notice of intention to terminate.
8. The parties hereto acknowledge that this agreement is subject to cancellation by either party pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
9. Any notice required or permitted under the terms of this agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Chandler:

City of Chandler
Police Department
250 East Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

To: Kingman Police Department.

City of Kingman
Police Department
2730 E Andy Devine Ave
Kingman, Arizona 86401
ATTN: Police Chief

10. This agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its attorney's fees, expert witness fees and other costs of litigation.
11. In the event that any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
12. This agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this agreement shall not be deemed to amend this agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

IN WITNESS WHEREOF, this agreement is dated the year and date first above written.

CITY OF CHANDLER

Chief of Police

KINGMAN POLICE DEPARTMENT



Chief of Police

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kingman Police Department, Arizona and declare this agreement to be in proper form, and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this _____ day of _____, 2012

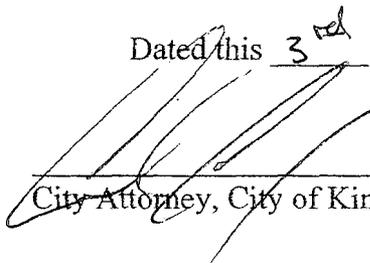


City Attorney, City of Chandler

APPROVAL OF THE CITY OF KINGMAN ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kingman Police Department, Arizona and declare this agreement to be in proper form, and within the power and authority granted to City of Kingman, Arizona under the laws of the State of Arizona.

Dated this 3rd day of NOVember, 2012. 2011



City Attorney, City of Kingman

INTERGOVERNMENTAL AGREEMENT TO ATTEND BASIC POLICE MOTORCYCLE
OPERATION TRAINING COURSE

THIS AGREEMENT, is made and entered into this _____ day of _____, 2012, pursuant to Article 1 Sec.1.03 of the Chandler City Charter and Arizona Revised Statutes 11-951 through 11-954 as amended, between the City of Chandler Police Department (Chandler) and the Wickenburg Police Department.

WITNESSETH:

WHEREAS, Chandler is conducting a police motorcycle training course from January 12th 2012, through February 3rd , 2012; and

WHEREAS, it is the desire of the Wickenburg Police Department to send 1 officer to attend the Chandler police motorcycle training course; and

WHEREAS, it is the desire of Chandler and Wickenburg Police Department to enter into an Intergovernmental agreement where Chandler will train 1 officer from Wickenburg Police Department and in return, Wickenburg Police Department accepts sole liability under its Worker's Compensation insurance for any injury that may occur to its officer during this training course.

NOW, THEREFORE, IT IS AGREED:

1. Chandler will train one officers from Wickenburg Police Department during its police motorcycle training course.
2. In return, Wickenburg Police Department. agrees that for the purposes of Workmen's Compensation, its officers in training while working under the jurisdiction or control of, or working within the jurisdictional boundaries of Chandler pursuant to this particular Intergovernmental Agreement for law enforcement training, shall be deemed to be an employee of Wickenburg Police Department who is his primary employer and of Chandler under whose jurisdiction and control he is then working as provided in A.R.S. §23-1022(D) and that Wickenburg Police Department shall be solely liable for payment of Workers' Compensation benefits for the purposes of this section. Each party shall comply and Wickenburg Police Department does confirm compliance with the provisions of A.R.S. §23-1022(E) by posting public notice.
3. This Intergovernmental Agreement is intended to fully implement the holding in Callan v. Bernini, 213 Ariz. 257, 141 P.3d 737(2006).
4. It is not intended by this agreement to create, and nothing contained in this agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

5. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
6. 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 third person (including death) or property damage, but only to the extent that such claims are caused by the negligence, misconduct, or other fault of the indemnitor, its agents, employees, or contractors.
7. Either party may terminate this agreement by written notice to the other party with thirty (30) days notice of intention to terminate.
8. The parties hereto acknowledge that this agreement is subject to cancellation by either party pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
9. Any notice required or permitted under the terms of this agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Chandler:

City of Chandler
Police Department
250 East Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

To: Wickenburg Police Department.

Town of Wickenburg
Police Department
155 N Tegner Street
Wickenburg, Arizona 85390
ATTN: Police Chief

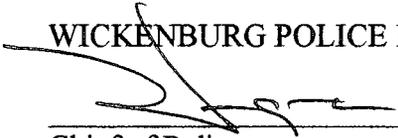
10. This agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this agreement, the substantially prevailing party in such litigation of arbitration shall be entitled to recover its attorney's fees, expert witness fees and other costs of litigation.
11. In the event that any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
12. This agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this agreement shall not be deemed to amend this agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

IN WITNESS WHEREOF, this agreement is dated the year and date first above written.

CITY OF CHANDLER

Chief of Police

WICKENBURG POLICE DEPARTMENT



Chief of Police

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Town of Wickenburg, Arizona and declare this agreement to be in proper form, and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this _____ day of _____, 2012

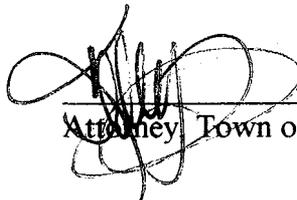


City Attorney, City of Chandler

APPROVAL OF THE WICKENBURG TOWN ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Town of Wickenburg, Arizona and declare this agreement to be in proper form, and within the power and authority granted to Wickenburg Police Department under the laws of the State of Arizona.

Dated this _____ day of _____, 2012.



Attorney, Town of Wickenburg