

RECORDING REQUESTED BY
City of Phoenix, Information Technology Services
Gloria Elliott, Contracts Specialist II
251 West Washington St, 6th Floor
Phoenix, AZ 85003

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITIES OF PHOENIX AND SURPRISE**

125658

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Phoenix ("Phoenix") and the City of Surprise ("Surprise), the "Cities".

WHEREAS, pursuant to the basic governing principles established by the Intergovernmental Agreement No. 124822 between various cities, towns and fire districts to establish the Regional Wireless Cooperative ("RWC"), the Cities desire to further develop the combined RWC public safety communications systems (the "Network") by adding Surprise to the Network; and

WHEREAS, Phoenix will provide the necessary equipment, services, parts, contract support to purchase, install and test the consoles necessary to bring Surprise onto the Network, and provide the necessary microwave equipment and services necessary to connect the consoles to the RWC Network; and

WHEREAS, Surprise desires to reimburse Phoenix for the costs of implementing the console additions and changes necessary to connect Surprise to the RWC Network; and

WHEREAS, Surprise is authorized by A.R.S. § 11-951 et.seq. to enter into this Agreement and the Surprise City Council has authorized the City Manager to sign this Agreement on behalf of Surprise; and

WHEREAS, Phoenix is authorized by A.R.S. § 11-951 et.seq. and chapter 2, Section 2(i) Phoenix City Charter to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Phoenix;

NOW THEREFORE, the Cities, in consideration of the foregoing and the mutual promises contained herein, hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to memorialize the commitment by Phoenix to provide the necessary equipment, services, parts, contract support to purchase, install and test the dispatch consoles necessary to bring Surprise onto the Network and Surprise to reimburse Phoenix for the provision of equipment, parts, and services needed to purchase and install these consoles to add Surprise to the RWC Network.

2. DURATION

This agreement shall commence when it has been executed by both Cities. This agreement shall remain in effect through June 30, 2010, unless it is terminated earlier pursuant to its terms. This Agreement may be extended with a written notice sent to the other party a minimum of thirty (30) calendar days prior to the expiration of this Agreement

or prior to the expiration of any duly authorized extension of this Agreement. Any such extension shall be in writing as an amendment to this Agreement.

3. DESCRIPTION OF THE PROJECT

In support of the Cities' decision to bring Surprise onto the Network, Phoenix will provide the necessary equipment, services, parts, contract support to purchase, install and test MCC 7500, dispatch consoles, in Surprise's Police Department. Surprise will reimburse Phoenix for costs to purchase, install, and test these consoles.

All of the costs are detailed in Motorola's Proposal and Statement of Work in Attachment A. The following table shows the total project costs and the total funding required from Surprise. Any changes to this amount must be mutually agreed to, in writing, as an amendment to this agreement.

DESCRIPTION	AMOUNT
Motorola Contract	\$1,031,730.35
TOTAL	\$1,031,730.35
Total to be funded by Surprise	\$1,031,730.35

3.1. Scope of Services. Phoenix will provide the following services:

- 3.1.1. Contract with Motorola to provide the equipment and services listed in Attachment A.
- 3.1.2. Provide engineering services for oversight of the contractor services listed in Attachment A.
- 3.1.3. Provide equipment and engineering services to connect Surprise's consoles to the RWC Network.
- 3.1.4. Provide engineering services to configure the RWC Network to accept Surprise's MCC 7500 consoles.

4. PAYMENT SCHEDULE

In consideration of the Services listed above, Surprise will be charged a total, not to exceed \$1,031,730.35. The payment schedule in the following table shall be used and Phoenix shall submit invoices as they occur, detailing the services performed. Payment terms are Net thirty (30) days after Surprise's receipt of the invoice.

DESCRIPTION	INVOICE AMOUNT
Completion of Detailed Design Review	\$103,173.04
Receipt of Equipment	\$412,692.14
Installation of Equipment	\$309,519.10
Completion of Acceptance Testing	\$103,173.04
Completion of Installation and Testing	\$103,173.03
TOTAL	\$1,031,730.35

INVOICE TO

City of Surprise Police
Department
Carol Campbell,
Communications Bureau
Manager
14250 W. Statler Plaza
Surprise, AZ 85374

REMIT TO

City of Phoenix Information
Technology
Michele Kern
251 W Washington St, 6th floor
Phoenix, AZ 85003

5. TERMINATION

Either City may terminate this Agreement by providing the other City one hundred and eighty (180) calendar day written notice.

6. SPECIAL PROVISIONS

- 6.1. **Membership.** Surprise acknowledges that it must formally join the RWC before completion of the integration of their dispatch consoles into the RWC Network.
- 6.2. **Interim Solution.** Surprise acknowledges that the addition of these dispatch consoles is an interim and incomplete step to adding Surprise to the RWC, and the current, RWC radio coverage of the City of Surprise is not complete, and Surprise accepts the resulting system performance. Surprise also acknowledges there will be additional costs to expand RWC coverage and capacity in the future to fully support Surprise as an RWC

Member; and that as an RWC Member, Surprise will participate in determining final system requirements and cost models to distribute the costs of the system build-out.

- 6.3. **RWC Fees.** Surprise will be assessed appropriate member fees, as spelled out in the RWC Intergovernmental Agreement # 124822, commencing in the Fiscal Year Quarter which occurs immediately after completion of the integration of the dispatch consoles.

7. GENERAL PROVISIONS

- 7.1. **Entire Agreement; Integration; Amendments.** This Agreement constitutes the full and complete understanding and agreement of the Cities as to its subject matter. This Agreement supersedes any and all previous representations, understandings and agreements relating to its subject matter. This Agreement may not be modified except in writing and signed by both Cities
- 7.2. **Severability.** The terms of this Agreement are severable. If any term hereof is held invalid, illegal, or unenforceable for any reason whatsoever, such term shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms shall remain in full force and effect
- 7.3. **Termination for Conflict of Interest.** The Cities understand and acknowledge that this Agreement may be subject to cancellation under Section 38-511, Arizona Revised Statutes (Arizona's public employee conflict of interest law), in the event there is a conflict of interest of the type specified in Section 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.
- 7.4. **Notices.** Any notice, consent or other communication (Notice) required or permitted under this Agreement shall be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent by facsimile transmission; (4) deposited in the United States mail, postage prepaid; or (5) deposited with any commercial air courier or express service. The designated representatives for notice purposes may be changed by written notice to the other City.

If to Surprise:	Carol Campbell City of Surprise Police Department 14250 W. Statler Plaza Surprise, AZ 85374 Telephone: 623-222-4323 FAX: 623-222-4008 E-Mail: carol.campbell@surpriseaz.com	City Attorney City of Surprise, City Attorney's Office 14250 W. Statler Plaza Surprise, AZ 85374 Telephone: 623-222-1120 FAX: 623-222-1101 E-Mail: misty.leslie@surpriseaz.com
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If to Phoenix:	Gloria Elliott, Contracts Specialist II City of Phoenix Information Technology Services 251 West Washington Street, 6 th Floor Phoenix, AZ 85003-2295 Telephone: (602) 261-8481 FAX: (602) 534-4119 E-Mail: gloria.elliott@phoenix.gov	Roza Ferdowsmakan, Assistant City Attorney City of Phoenix, Office of City Attorney 200 West Washington, 13th Floor Phoenix, AZ 85003-1611 Telephone: (602) 262-6761 Fax: (602) 534-2476 E-mail: roza.ferdowsmakan@phoenix.gov
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- 7.5. **Dispute Resolution.** In the event of a dispute between the Cities to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the Cities will meet in good faith to attempt to resolve the dispute. If such a meeting fails to resolve the dispute, then the Cities shall litigate the dispute in Maricopa County, Arizona.
- 7.6. **Books and Records.** All books, accounts, reports, files, and other records relating to this Agreement shall be subject at all reasonable times to inspection by either City during the time this Agreement is in effect and for three (3) years after termination of this Agreement.
- 7.7. **Recordation.** This Agreement shall be filed with the Maricopa County Recorder.
- 7.8. **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Cities, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

7.9. **Binding Agreement; No Assignment.** This Agreement shall be binding upon the successors and assigns of the Cities. The Cities may not assign this Agreement or any of its rights, or delegate any performance under this Agreement without the prior written consent of the other City.

IN WITNESS WHEREOF, the Cities herein have caused this Agreement to be executed in triplicate originals.

CITY OF SURPRISE, a municipal corporation
RANDY OLIVER, City Manager

By: Charles R. Oliver
Title: CITY MANAGER
Date: 2/24/09

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk

CITY OF PHOENIX, a municipal corporation
FRANK A. FAIRBANKS, City Manager

By: Charles T. Thompson
Charles T. Thompson
Chief Information Officer
Date: 3-6-2009

APPROVED AS TO FORM:

[Signature]
ACTING City Attorney
R.F.

ATTEST:

[Signature]
City Clerk



APPROVED AS TO FORM:
[Signature]
POLICE CHIEF - DANIEL HUGHES

[Signature]
C/O - RANDY JACKSON

[Signature]
CITY CLERK DEPT
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