

INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF SCOTTSDALE  
AND  
TOWN OF PARADISE VALLEY  
PRISONER TRANSPORT SERVICES

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Scottsdale ("Scottsdale"), an Arizona municipal corporation, acting through its police department in the performance of this Agreement and the Town of Paradise Valley ("PV"), an Arizona municipal corporation acting through its police department in the performance of this Agreement. Scottsdale and PV may collectively be referred to as the "Parties".

RECITALS

WHEREAS, pursuant to A.R.S. Section 11-951 et seq., the Parties may enter into intergovernmental agreements with other municipalities; and

WHEREAS, Scottsdale conducts prisoner transports via shuttle van, ("Prisoner Transport") that amongst other things transports prisoners to the Maricopa County Sheriff's Office Intake, Transfer & Release Facility ("MCSO ITR") in Phoenix for booking; and

WHEREAS, PV officers currently transport individuals as they are arrested to the MCSO ITR Facility located in Phoenix; and

WHEREAS, the Prisoner Transport generally has capacity for additional passengers; and

WHEREAS, a cooperative agreement between PV and Scottsdale would benefit PV and enhance public safety in both communities by allowing PV officers to remain in the field. PV officers spend several hours at the MCSO ITR Facility for processing and booking, which leaves their areas of service vacant for long periods of time; and

WHEREAS, PV is willing to reimburse Scottsdale for the cost of transporting prisoners.

NOW THEREFORE, the undersigned Parties do hereby agree as follows:

A. INCORPORATION. The above recitals are incorporated by this reference.

B. TERMS AND CLAUSES

1. OBLIGATIONS OF THE PARTIES

2. PV Responsibilities and Obligations Prior to Prisoner Transfer for Transport:

2.1. PV officers shall complete and print the required paperwork and provide items detailed in Section 2.10 below.

2.2. PV officers shall ensure the prisoner has been searched and all property removed from them. If the prisoner is a female, the prisoner shall be searched by a female officer, if possible, prior to turning the prisoner over to Scottsdale, if possible.

2.3. PV officers shall not seal the property bag.

2.4. PV officers shall not seal the money envelope until after the amount has been verified by the transporting Scottsdale detention officer.

2.4.1. If the prisoner does not have property and/or money, a property bag and money envelope are still required indicating such.

2.4.2. Scottsdale will not accept any denominations larger than a \$50 bill.

2.5. PV officers will permit prisoners to keep a piece of paper with telephone numbers on it to help them arrange for bail. This should be completed prior to placing any cell phones in the prisoner's property bag.

2.6. PV officers will ensure that no prohibited or contraband items are placed in the property bags.

2.7. PV officers will transport prisoners to Scottsdale's Detention Facility or Scottsdale may pick up prisoners at PV's holding facility. This decision will be up to Scottsdale.

2.8. Scottsdale may decline to transport prisoners with any of the following conditions:

2.8.1. Prisoners who are suicidal.

2.8.2. Female prisoners who appear or state they are pregnant.

2.8.3. Juvenile prisoners.

2.8.4. Prisoners with high blood pressure.

2.8.5. Prisoners with obvious signs of trauma.

2.8.6. Prisoners with open sores.

2.8.7. Prisoners who are unable to answer simple questions.

2.8.8. Prisoners displaying severe intoxication (must be able to walk unassisted).

2.8.9. Prisoners who are belligerent or combative.

2.8.10. Prisoners who have been in custody over 12 hours.

2.8.11. Prisoners displaying the signs or symptoms described in subsections 2.8.4 through 2.8.8 are required to have documentation clearing them from the care of a physician.

2.9. When PV Officers make an arrest that will require transport to the MCSO ITR Facility, PV Officers will call and make a request to the Scottsdale Detention Unit for a Prisoner Transport pick up. At this time, Scottsdale will advise if they prefer to pick up the prisoner or prefer PV officers to transport the prisoner to the Scottsdale Detention Facility.

PV officers or supervisors shall contact Scottsdale Detention Unit supervisor at 480-312-2503 to request a Prisoner Transport.

2.10. PV Officers will complete the following items for each prisoner transfer:

- 2.10.1 Pre-Booking completed and printed
- 2.10.2 Victim's Rights Notification Form (if applicable)
- 2.10.3 Form IV completed
- 2.10.4 Property form completed and placed in property bag
- 2.10.5 Money Envelope\*
- 2.10.6 Warrant printed and signed off (if applicable)
- 2.10.7 Citation (if applicable)
- 2.10.8 Medical Release if prisoner was hospitalized prior to transport
- 2.10.9 PV ORI Number
- 2.10.10 Will provide a contact number for the arresting officer and a supervisor for any issues related to the arrest, investigation, paperwork or transport

\*Money Envelope will not be sealed until amount reported by PV Officer is verified by a Scottsdale detention officer.

2.11. PV Officers will secure prisoners as outlined in PV General Order 70.1, Detainee Transportation, until Scottsdale takes prisoner into custody.

3. PV Responsibilities After the Transfer of Prisoner(s).

3.1. PV will ensure Form IVs for persons arrested by PV are picked up as needed from MCSO Intake and placed in the squad box of the arresting officer.

3.2. The PV officer may contact MCSO Intake at 602-876-8136 if they do not receive the booking number and Form IV back.

4. Scottsdale Reserves the Right Not to Transport Any Prisoner for the Reasons Stated Below:

4.1. Specific conditions for refusal include the circumstances listed in Section 2.8.

4.2 Unavailability of transportation for unplanned reasons. Scottsdale will notify PV as soon as possible after an unplanned occurrence.

4.3. Unavailability of transportation for planned operational reasons. Scottsdale will notify PV at least one week in advance of the scheduled date(s) Prisoner Transport will be out-of-service.

5. Scottsdale's Responsibilities and Obligations:

5.1. Scottsdale will take custody of prisoners (after prisoner is delivered to Scottsdale Detention Unit or picked up in PV by Prison Transport) and transport PV prisoners to MCSO ITR Facility and complete the booking process, unless the prisoner must be returned to PV custody for one of the reasons itemized in Section 5.2.

5.2. Scottsdale will return prisoner to PV custody under the following conditions after contacting PV Supervisor:

5.2.1. Prisoner does not clear medical at the MCSO ITR Facility. If the prisoner is transported to a hospital, Scottsdale will coordinate with PV to determine next steps and the transfer of custody.

5.2.2. Contraband is located on the prisoner at the MCSO ITR Facility. PV can complete a Page 2 in lieu of returning the prisoner. Scottsdale will contact the PV arresting officer/supervisor in these cases.

5.2.3. When there are any problems with the completion of the pre-booking paperwork.

5.2.3.1. Scottsdale is not authorized to add or change any paperwork.

5.2.3.2. Scottsdale is not authorized to release any prisoner due to incomplete paperwork.

6. If prisoner needs to be returned to PV custody:

6.1. Scottsdale will contact PV Dispatch at 480-948-7410.

6.2. PV Dispatch will contact the arresting officer and will coordinate the location of the prisoner transfer.

6.3. If the arresting officer is not immediately available, PV Dispatch will contact a PV supervisor and have an PV officer assigned to coordinate the transfer of the prisoner.

6.4. Scottsdale and PV will make every effort to ensure a timely return of the prisoner.

7. PAYMENT AND BILLING:

7.1. PV shall pay Scottsdale a flat fee of \$5,256 a year for up to 24 prisoner transports each fiscal year ("Annual Transports") under the Agreement. This payment shall be due by December 1 of each year. PV shall pay an additional \$219 for every prisoner transported by Scottsdale in excess of the Annual Transports.

Checks will be made payable to:

City of Scottsdale  
Re: Paradise Valley Prisoner Transport IGA  
City Cashier  
City of Scottsdale, Financial Management  
7447 E. Indian School  
Scottsdale, AZ 85251

7.2. Payment for prisoner transports in addition to the Annual Transports shall be due within 30 days of receiving an invoice from Scottsdale and made payable to the City of Scottsdale to the payment address set forth above. Invoices for additional transports shall be sent to:

Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, AZ 85253  
ATTN: Police Chief

8. NONDISCRIMINATION

8.1. The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

9. INDEMNIFICATION

9.1. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractors, and agents (collectively, "Indemnified Party"), 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 other Party, its officers, employees, contractors, agents (collectively, "Indemnifying Party"), and anyone acting under the Indemnifying Party's direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

10. DURATION, RENEWAL AND CANCELLATION OF AGREEMENT

10.1. This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Either Party may withdraw from this Agreement with or without cause by giving thirty calendar days written notice to the other Party to the Agreement.

10.2. This Agreement may be extended as many times as desirable, but each extension may not exceed the duration of the original term of five years. The Parties may extend this Agreement on or before the termination date upon mutual written agreement signed by authorized signers for the Party.

11. CANCELLATION PROVISIONS PURSUANT TO A.R.S. §38-511

11.1. The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

12. WORKER'S COMPENSATION

12.1. Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

13. OTHER PROVISIONS

13.1. If 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.

13.2. 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 and signed by all the participating 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.

14. COMPLIANCE WITH E-VERIFY PROGRAM

14.1. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they 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).

14.2. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

14.3. All the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

14.4. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

14.5. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

14.6. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

15. CONTRACT ADMINISTRATOR

The Contract Administrator for Scottsdale shall be the Scottsdale Police Department's Patrol Enforcement District 2 Commander or his/her designee or successor. The Contract Administrator for PV shall be PV Chief of Police or his designee or successor.

16. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. In the event the Parties cannot settle the dispute, the Scottsdale Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.

17. MULTIPLE COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of the parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

**TOWN OF PARADISE VALLEY**, a municipal corporation:

By: \_\_\_\_\_  
Jill Keimach, Town Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew McGuire, Town Attorney

ADDITIONAL SIGNATURES FOLLOW



**CITY OF SCOTTSDALE**, an Arizona municipal corporation

By: \_\_\_\_\_  
David D. Ortega, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:  
CITY ATTORNEY SHERRY R. SCOTT

\_\_\_\_\_  
By: Luis E. Santaella, Deputy City Attorney

**CERTIFICATE BY SCOTTSDALE CITY ATTORNEY**

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the City of Scottsdale.

**CITY ATTORNEY SHERRY R. SCOTT**

By: \_\_\_\_\_  
Luis E. Santaella  
Deputy City Attorney

**CERTIFICATE BY ATTORNEY TOWN OF PARADISE VALLEY**

The foregoing Agreement is in proper form and is within the powers of authority granted under the laws of the State of Arizona to the Town of Paradise Valley.

By: \_\_\_\_\_  
Andrew J. McGuire  
Town Attorney