



**REVISED**

AGENDA  
ITEM 69  
DATE 12-14-09

# City Council Report

**Date:** December 14, 2009  
**To:** City Council  
**Through:** Christopher J. Brady, City Manager  
**From:** Vicki L.H. Myers, Chief of Police  
**Subject:** Intergovernmental Agreement with the City of Phoenix

## Strategic Initiatives



### Purpose and Recommendation

The City of Mesa Police Department is respectfully requesting that the Mesa City Council authorize the City Manager or his designee to approve an Intergovernmental Agreement with the City of Phoenix. Under this Intergovernmental Agreement, the City of Phoenix will provide polygraph examination services to the Mesa Police Department's Hiring Unit. The anticipated charges to the City will be approximately \$10,374.

### Background

The Mesa Police Department was awarded federal grant funds to hire 25 police officer recruits. Through the recruitment process, the Police Department has received over 200 qualified applicants; each applicant must undergo a polygraph examination prior to hiring.

### Discussion

Currently, the Police Department has one polygraph examiner assigned to the Hiring Unit. To complete the background investigations in a timely manner, the City of Phoenix has agreed to assist in administering polygraph examinations.

Under the Intergovernmental Agreement, the City of Phoenix will conduct polygraph examinations at a rate of \$207.48 per applicant. The anticipated number of applicants to be referred to the City of Phoenix is 50.

**Alternatives**

Decline the Intergovernmental Agreement. If the Intergovernmental Agreement is declined, the Mesa Police Department Hiring Unit may experience a delay in completing all applicant background checks and polygraph examinations. The academy class is scheduled to start in May 2010; a delay will impact the start date of the academy class.

**Fiscal Impact**

City of Mesa personnel will be responsible for remitting payment no later than 30 days following the date on which the City of Phoenix provides examination results.

The estimated cost is as follows:

Cost per Polygraph Examination	Number of Applicants	City Cost
\$207.48	50	\$10,374

**Coordinated With**

The following staff members concur with the City of Mesa Police Department's recommendation to approve the Intergovernmental Agreement with the City of Phoenix for polygraph examination services.

*Vicki L.H. Myers*  
\_\_\_\_\_  
Vicki L.H. Myers  
Chief of Police

*Christopher J. Brady*  
\_\_\_\_\_  
Christopher J. Brady  
City Manager

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE CITY OF MESA**  
**An Arizona Municipal Corporation**  
**AND**

**THE CITY OF PHOENIX**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, pursuant to Arizona Revised Statutes (A.R.S.) §11-952, between the **CITY OF MESA** (“**MESA**”), acting by and through its City Council and the **CITY OF PHOENIX** (“**PHOENIX**”), acting by and through its City Council. The purpose of this Agreement is to authorize **PHOENIX** to conduct polygraph examinations for **MESA**’s police officer recruit candidates.

**RECITALS**

1. **MESA** is authorized by A.R.S. Section 11-952 to enter into this Agreement.
2. **PHOENIX** is authorized by City Charter, Chapter 2, Section 2 to enter into this Agreement.
3. The purpose of this Agreement is to authorize **PHOENIX** to conduct polygraph examinations of **MESA**’s police officer recruit candidates pursuant to an established protocol and under the same terms and conditions as if **MESA** were conducting the polygraph examinations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

**I. SCOPE OF AGREEMENT**

1. **MESA** agrees that **PHOENIX** will administer polygraph examinations to MESA police officer recruit candidates (“applicants”) pursuant to the protocol agreed upon between the MESA Police Department Hiring Unit and the **PHOENIX** Police Department Hiring Unit.

2. **MESA** shall pay **PHOENIX** Two Hundred Seven Dollars and Forty-eight Cents (\$207.48) per applicant for whom **PHOENIX** completes the polygraph examination and provides **MESA** with results of the polygraph examination. This payment will be due no later than 30 days following the date on which **PHOENIX** provides **MESA** with the results of the examination. **PHOENIX** shall comply with the invoice procedures established by **MESA** in order to receive payment.

**II. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other thirty (30) calendar days advance written notice of termination of the Agreement, which notice shall specify the date of termination.

2. **MESA** or **PHOENIX** may cancel this Agreement without penalty or further obligation.

3. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the City Manager (or other authorized designee) of one city is received by the other party to this Agreement, unless the notice specifies a later time.

5. 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 person (including death) or property damage or other loss, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. To the extent that information being exchanged between **MESA** and **PHOENIX** is considered confidential in nature, either by law or by agreement of the parties, each party agrees to treat such information as confidential and to notify the other

of any potential breach of this confidentiality or any request by a third party to obtain access to this information.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

CITY OF MESA  
Christopher J. Brady, City Manager  
20 E. Main St., Ste. 750  
MESA, AZ 85201

CITY OF PHOENIX  
Jack Harris, Public Safety Manager  
620 West Washington Street  
Phoenix, AZ 85003

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PHOENIX  
a municipal corporation  
\_\_\_\_\_, City Manager

CITY OF MESA  
a municipal corporation  
Christopher J. Brady, City Manager

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Christopher J. Brady

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND  
WITHIN THE POWER AND  
AUTHORITY GRANTED UNDER  
THE LAWS OF THE STATE OF  
ARIZONA TO THE CITY OF PHOENIX

APPROVED AS TO FORM AND  
WITHIN THE POWER AND  
AUTHORITY GRANTED UNDER  
THE LAWS OF THE STATE OF  
ARIZONA TO THE CITY OF MESA

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF MESA.

Whereas, the City of Mesa has received federal grant funds to hire 25 police officer recruits and has received over 200 qualified applicants who must be administered polygraph examinations prior to hiring; and

Whereas, the City of Phoenix has agreed to assist the City of Mesa in administering these polygraph examinations at a cost of \$207.48 per applicant and wishes to enter an Intergovernmental Agreement for this purpose;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the City Manager, Christopher J. Brady, or his designated representative, is authorized and directed to execute the proposed agreement, including any necessary revisions thereto, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 14th day of December, 2009.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk