

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is entered into by and between the City of Bullhead City, through its Police Department (**BHCPD**) and Lake Havasu City, through its Police Department, (**LHCPD**) (collectively referred to as "the Parties").

This MOU establishes the shared use of the Lake Havasu City Police Department Radio System ("LHCPD radio system"). The MOU is effective as of the last date signed below.

I. PURPOSE

The purpose of this MOU is to establish a cooperative agreement that allows BHCPD access to LHCPD's radio system. Access to the LHCPD radio system will enhance officer safety and interoperability, facilitate mutual aid responses, and improve public safety coordination within Mohave County.

II. RECOGNITION

BHCPD and LHCPD identify as two separate law enforcement agencies whose jurisdictions are both within Mohave County.

III. AUTHORITY

This MOU is entered into pursuant to the applicable laws of the State of Arizona and local jurisdictional authority, including but not limited to ARS § 11-951 through § 11-954, which authorize cooperative agreements between governmental entities.

IV. SCOPE OF MOU

- A. LHCPD shall grant BHCPD access to designated talk groups and frequencies on the LHCPD radio system.
- B. Access will include, but not be limited to, interoperability channels, mutual aid channels, and assigned operational channels, as mutually agreed upon by the Parties.

V. RESPONSIBILITIES OF THE PARTIES

A. Lake Havasu City Police Department

- 1. Maintain and administer LHCPD radio system infrastructure.
- 2. Coordinate and approve BHCPD talk group access levels and radio usage on the LHCPD radio system.

B. Bullhead City Police Department

- 1. Ensure all BHCPD radio equipment accessing LHCPD's radio system is properly programmed, maintained, and compatible.

2. Train personnel on proper use of LHCPD's radio system, including operational protocols and limitations.
3. Adhere to all LHCPD and BHCPD policies regarding radio system use, security, and discipline of misuse.
4. BHCPD will be responsible for any direct costs associated with BHCPD use of LHCPD's radio system.

C. Parties

1. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this MOU.
2. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and each officer, official, employee or agent thereof, for, from and against (as "Indemnitee") from and against any and all claims, losses, claims, damages, liabilities, costs, and expenses (including but not limited to, reasonable court costs, reasonable attorney's fees, costs of appellate proceedings, and costs of claim processing, investigation, and litigation) ("Claims") to which any such Indemnitee may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnitor, its officers, employees, agents, or any tier of subcontractor in connection with this MOU. This indemnification clause will survive the termination of this MOU. If a claim or claims by third parties become subject to this indemnity provision, the parties to this MOU shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

VI. TECHNICAL AND SECURITY STANDARDS

- A. All communications on LHCPD's radio system will comply with applicable federal, state, and local laws, including encryption and confidentiality standards.
- B. Each party will designate a point of contact for system management and coordination.

VII. TERM AND TERMINATION

- A. This MOU shall remain in effect for a period of five (5) years from the effective date and may be renewed in writing upon mutual agreement.
- B. Either party may terminate this MOU upon thirty (30) calendar days written notice to the other party.
- C. This MOU is subject to cancellation for conflict of interest according to A.R.S. § 38-511.

VIII. AMENDMENTS

This MOU may be amended only by mutual written agreement signed by authorized representatives of both Parties.

IX. LEGAL STATUS

This MOU is not intended to and does not create any rights, benefits, or obligations enforceable by any person or entity not a party to this MOU. Nothing in this MOU shall be construed as creating a legal partnership or joint venture.

X. MISCELLANEOUS

- A. **Equipment or Property.** It is not contemplated that any Party to this MOU will contribute equipment or property in furtherance hereof. To the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), and in the event of termination of this MOU, any equipment or property contributed by either Party shall be returned to the respective Party.
- B. **Non-assignability.** No Party may assign any of its duties or responsibilities under this MOU to another entity without the prior written consent of the other Party.
- C. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this MOU. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this MOU and any disputes hereunder. Any action relating to this MOU shall be brought in an Arizona court.
- D. **Entire Agreement.** This MOU contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this MOU, and any amendment or modification of this MOU shall be made in writing and signed by the Parties.
- E. **Severability.** The Parties agree that should any part of this MOU be held invalid or void, the remainder of the MOU shall remain in full force and effect with those offending portions omitted.
- F. **No Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- G. **Notice.** Any notice required or permitted to be given under this MOU shall, unless indicated otherwise in this MOU, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses set forth below, or such other address as a Party may designate in writing by prior notice.

BHCPD

Bullhead City Police Department
1255 Marina Blvd.
Bullhead City, AZ 86442

Copy To:

City Attorney
2355 Trane Road
Bullhead City, AZ 86442

LHCPD

Chief of Police
2360 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

Copy To:

City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

H. **Execution of MOU.** This MOU may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates indicated below.

Lake Havasu City

Troy Stirling
Chief, Lake Havasu City Police Department

Date

Approved as to Form:

Kelly Garry, City Attorney

Bullhead City

Toby Cotter
City Manager

Date

Approved:

Robert Trebes
Chief of Police

Date

Approved as to Form:

Garnet K. Emery, City Attorney