

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE PINAL COUNTY
SHERIFF'S OFFICE AND THE CITY OF MESA POLICE DEPARTMENT

THIS AGREEMENT ("Agreement") is entered into as of the 2nd of October 2023 ("Effective Date") between PINAL COUNTY ("County") by and through the PINAL COUNTY SHERIFF'S OFFICE, ("PCSO"), and the CITY OF MESA ("City"), an Arizona municipal corporation, collectively known herein as the "Parties" and each individually as "Party."

RECITALS

The Parties are authorized pursuant to A.R.S. §§ 11-951, *et. seq.*, and the respective provisions of their applicable State/Town/City/County charters/laws/rules, if any, and related code and ordinances to enter into agreements to carry out public agency services. Additionally, the Parties all perform the function of law enforcement within their respective jurisdictions. Moreover, the Parties have a need for cooperative law enforcement training operations between their respective jurisdictions.

Therefore, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

I. Purpose of the Agreement:

The Parties desire to enter into this Agreement, for the purpose of conducting joint law enforcement training (specifically, driver's training, firearms training, use of force/defensive tactics related training, and other related law enforcement training) attended by designated sworn law enforcement personnel.

II. Duration, Renewal and Termination:

This Agreement shall become effective on the date it is adopted by the Parties and shall terminate June 30, 2024, unless otherwise extended. This Agreement may be extended for two (2) additional two (2) year terms upon written agreement of the Parties.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party.

III. Definitions:

Host Agency: The Party sponsoring or conducting training at its facilities.

Non-Host Agency: The Party whose employees will attend training at or conducted by the Host Agency.

IV. Availability of Training:

This Agreement allows, pursuant to its terms, either Party to participate in training of the Host Agency; nothing in this Agreement requires either Party to provide training or to participate in training.

V. Financial Responsibilities; Equipment and Assistance with Training:

Host Agency is responsible for the costs associated with the training except that the Host Agency shall specify the required equipment and materials needed for the Non-Host Agency employees to participate in the training and the Non-Host Agency agrees to provide, at its sole cost and expense, such equipment and materials to its employee(s) as a condition of participating in training.

In the event that a Host Agency requires a fee to participate in its training, the Parties shall agree upon a reasonable fee that the Non-Host Agency shall pay to the Host Agency for training that falls within this Agreement. In establishing the fee, the Parties may consider the nature and duration of the training; additional expenses associated with participation by the Non-Host Agency; non-monetary contributions by the Non-Host Agency in facilities, personnel or equipment, and; the experience, value and goodwill inherent in the Parties training together. The Chief of Police or Sheriff of the Host Agency has the discretion to waive fees, in whole or in part, for the Non-Host Agency when it is in the best interest of the Host Agency.

VI. Training Records:

The Host Agency will maintain records of lesson plans, class and attendance rosters, and other training documentation in accordance with Arizona law. The Host Agency will provide a copy of such training records related to Non-Host Agency employees to the Non-Host Agency upon request.

VII. Agreement to Hold Harmless:

To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The indemnifying Party's obligations under this paragraph shall not extend to any Claims to the extent caused

by the negligence or misconduct of the other Party. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

VIII. Notices:

All notices or other correspondence between the Parties regarding this Agreement shall be in writing and mailed or delivered to the respective Parties as follows:

If to The Pinal County Sheriff's Office: Sheriff Mark Lamb
Pinal County Sheriff's Office
971 Jason Lopez Cir,
Florence, AZ 85132

If to City of Mesa: Christopher J. Brady, City Manager
City of Mesa
20 East Main Street
Mesa, AZ 85201

With a copy to: Jim Smith, City Attorney
City of Mesa
20 East Main Street
Mesa, AZ 85201

IX. Other Duties Imposed by Law:

Nothing in this Agreement shall be construed as relieving either Party of any obligation or responsibility imposed on it by law.

X. Waiver of Terms and Conditions:

The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

XI. Conflict of Interest:

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

XII. Compliance with Laws and Policies:

The Parties shall comply with all federal, state, local laws, rules, regulations, standards, and Executive Orders applicable to this Agreement and the duties of the Parties herein, including, without limitation those designated within this Agreement. The laws and

regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

XIII. Employment Status and Compensation of Law Enforcement Officers:

The Parties acknowledge that under this Agreement that no employee or participant is to be considered an employee of the other Party for any purpose whatsoever, and that no rights of a Party's merit, retirement, personnel rules, or other benefit provided to a Party's employees shall accrue to the other Party's employees. Each Party shall, at its sole cost and expense, be solely and exclusively the responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, and other employee benefits, as well as all taxes and premiums appurtenant thereto, concerning their respective employees and each Party shall defend, indemnify, save and hold the other harmless Party with respect thereto. Employees of a Party shall remain under the direction and control of the Party that is its employer.

The Parties shall each provide workers' compensation insurance in accordance with applicable law, as well as salary, benefits, appropriate equipment, and uniforms for their respective employees.

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement, each Party hereto will be acting in its individual governmental capacity and not as an agent, employee, partner, joint venture, or associate of the other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

XIV. Workers' Compensation/Posting:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employee participants of each respective Party shall be deemed to be an employee of their respective Party. Each Party shall be solely liable for payment of workers' compensation benefits for its own employees. The Parties agree to each provide any posting and notice to the employees, as required A.R.S. § 23-1022(E) or otherwise provided by law.

XV. Compliance with Civil Rights:

The Parties to this Agreement agree to comply with the applicable provisions of A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 (superseding Executive Order 99-4 and amending Executive Order 75-5), and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XVI. Compliance with the E-VERIFY Program:

To the extent provisions of A.R.S. § 41-4401 are applicable, each Party warrants to the other 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).

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.

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.

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

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).

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.

XVII. No Joint Venture:

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XVIII. No Third-Party Beneficiaries:

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties who are not the named Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XIX. Non-Assignment:

Neither Party shall assign its interest in this Agreement, either in whole or in part.

XX. Severability:

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

XXI. Governing Law, Dispute Resolution, and Jurisdiction:

The laws of the State of Arizona govern this Agreement. Venue will be in a court of competent jurisdiction in Maricopa County. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

XXII. Entire Agreement:

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

XXIII. Amendment:

This Agreement may not be modified, except by written amendment, duly executed by both Parties.

XXIV. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, electronic and scanned signatures are acceptable as original signatures.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below:

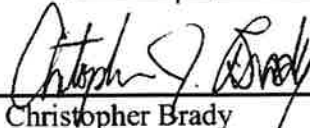
Pinal County

City of Mesa

Date: _____

Date: 10/2/23

Jeff Serdy, Chairman of the Board



Christopher Brady
City Manager



ATTEST:

ATTEST:

Natasha Kennedy, Clerk of the Board



Holly Moseley, City Clerk

APPROVED AS TO FORM: In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

APPROVED AS TO FORM: In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

County Attorney



Geoffrey Balon, Police Legal Advisor

RESOLUTION NO. 12091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY SHERIFF'S OFFICE AND THE MESA POLICE DEPARTMENT FOR COOPERATIVE LAW ENFORCEMENT TRAINING.

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

Section 1: Authorizing and directing the City Manager, or designee, to enter into an Intergovernmental Agreement, and any related amendments or supplements thereto, with Pinal County Sheriff's Office and the Mesa Police Department for cooperative law enforcement training.

Section 2: Approval by the City Attorney or designee and signature by the City Manager or designee of the Intergovernmental Agreement, and any related amendments or supplements thereto, shall constitute conclusive evidence of this City Council's approval thereof.

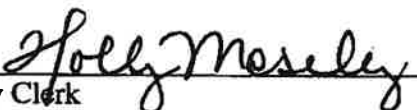
PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 11th day of September, 2023.

APPROVED:



Mayor

ATTEST:



City Clerk



INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
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SHERIFF'S OFFICE AND THE CITY OF MESA POLICE DEPARTMENT

Pinal County Sheriff's Office Contract No.: _____

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT.