

MEMORANDUM OF UNDERSTANDING MESA POLICE BASIC TRAINING ACADEMY

This Memorandum of Understanding (MOU) is entered into by and between the City of Mesa (Mesa), an Arizona municipal corporation, and the City of Maricopa (Maricopa), an Arizona municipal corporation, acting by and through the Maricopa Police Department.

Mesa and Maricopa enter into this MOU with the intent that it memorializes in writing the terms under which Mesa agrees to provide training space for 1 police recruit in Mesa's Basic Training Police Academy commencing January 29, 2024.

1. Mesa will provide 1 position for 1 recruit officer to attend the Mesa Police Basic Training Academy class commencing January 29, 2024.
2. Maricopa shall pay to Mesa one thousand dollars (\$1000.00) per recruit for ensuring a position for each recruit in that Academy class. The \$1000.00 fee is nonrefundable and does not represent the complete cost of training, but is an amount deemed by Mesa as a reasonable estimate to cover the additional expenses associated with each Maricopa recruit's participation in the Academy.
3. Mesa reserves the right, in its sole discretion, to decide whether the Maricopa recruits maintain the academic standings necessary to continue in the class. Mesa also retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all police academy participants.
4. Maricopa recruits shall be treated in the same manner as Mesa recruits for purposes of training, academics, ethics and discipline. Should the need arise for an investigation of the actions of a Maricopa recruit, for example, an Internal Affairs investigation, Maricopa will investigate their own recruits.
5. Upon request, Maricopa agrees to provide recruit training officers, instructors, or administrative assistance to the Mesa Academy. Such assistance is to be provided upon concurrence by Maricopa.
6. Maricopa understands that the curriculum will consist of the standard Mesa Police Department training program for Mesa Police Department officers. Although some facilitation of cross-training on Maricopa materials may occur, the curriculum shall focus on the policies and procedures of the Mesa Police Department.
7. Mesa will provide original training records for each Maricopa recruit to Maricopa upon completion of the Academy or termination of the recruits'

attendance at the Mesa Academy. Mesa will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole.

8. Maricopa shall provide workers' compensation insurance, salary, benefits, weapons, ammunition, and uniforms for Maricopa recruits. Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement, Mesa and Maricopa 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. Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of training under this Agreement shall be deemed to be an employee of all agencies. The primary agency shall be solely liable for payment of worker's compensation benefits. Mesa agrees to provide any posting and notice to the employees, as required A.R.S. § 23-1022(E) or otherwise provided by law at the Academy.
9. For, and in consideration of, the training of Maricopa recruit officers by Mesa, Maricopa fully releases and agrees to hold harmless Mesa, its officers, employees, and agents, from any and all liability, alleged to be the result of actions by Maricopa recruit officers, for injury to or damage suffered by Maricopa recruit officers or for injuries to third parties; provided, however, that said injury or damage is not the result of negligence or wrongful intentional acts by Mesa, its officers, employees, or agents.
10. Any dispute or claim arising from, or relating to, this MOU, or breach thereof, that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. It is understood that neither this MOU nor the Rules of the American Arbitration Association shall confer jurisdiction on any courts of any State or of the United States. It is further understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute or claim related to this MOU.
11. To the extent applicable, Mesa and Maricopa reserve all rights to cancel this MOU for possible conflicts of interest under A.R.S. § 38-511, as amended.
12. E-Verify.
 - A. To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant 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).

- B. 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 MOU.
 - C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this MOU or any related subcontract to ensure compliance with the warranty given above.
 - D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
 - E. A Party will not be considered in material breach of this MOU if it establishes that it has complied with the employment verification provisions prescribed by 8 U.S.C. § 2024(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - F. 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 MOU.
- 13. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not 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.
 - 14. Neither Party shall assign its interest in this Agreement, either in whole or in part.
 - 15. 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.
 - 16. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. This MOU may be amended only by the mutual written consent of authorized representatives for all parties.
 - 17. This MOU may be terminated at any time upon the mutual written consent of all parties. In the event that parties consent to terminate this MOU, the parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Signed and attested to this ____ day of _____, 2024.

City of Mesa

City of Maricopa

Ken Cost, Chief of Police

Mark Goodman,
Chief of Police

Approved as to form:

Approved as to form:

Mesa Police Legal Advisor

City Attorney