

INTERGOVERNMENTAL AGREEMENT  
BETWEEN MARICOPA COUNTY AND CITY OF PEORIA  
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE DEPUTIES  
TRAINING AT CITY OF PEORIA FACILITIES

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE ("MCSO") and the CITY OF PEORIA ("City"), collectively referred to as the "Parties".

Pursuant to A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding MCSO sworn Deputies training in defensive tactics at City facilities located at 23100b North Lake Pleasant Parkway and 8351 West Cinnabar Avenue in the City (the "Facilities").

RECITALS

MCSO seeks the opportunity for its sworn Deputies to train in defensive tactics at the City Facilities, and the City has the operational and space capacity to provide such training at the Facilities.

AGREEMENT

This agreement is effective \_\_\_\_\_ through \_\_\_\_\_, upon formal approval of the City Council and the Maricopa County Board of Supervisors.

MCSO will:

1. Provide sworn Deputies on an as-needed basis to participate in defensive tactics training at the Facilities on a space-available basis as determined by the City.
2. Provide worker's compensation insurance, automobile liability, salary, benefits, and all other necessary and appropriate equipment to enable its Deputies to adequately and safely participate in the training at the Facilities.
3. Accept that there is no guarantee of any minimum number of its Deputies who will be permitted to participate in the training program on any given date and time.

The City:

1. Reserves the right, in its sole discretion, to decide whether to accommodate any and all requesting MCSO Deputies in the training program on any given date and time.
2. Retains the right, in its sole discretion, to prohibit any MCSO Deputy entry to or to dismiss any MCSO Deputy from any training program on any given date and time.

The Parties agree:

1. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “indemnitee”) from and against any and all claims (including, but not limited to, injury and death), losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the negligent performance of this IGA, 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.
2. Nothing in this Agreement shall be construed as a waiver of either Party’s sovereign immunity, and is not intended to impair, limit, or affect the status of any Party or its sovereignty.
3. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.
4. Parties acknowledge that under this Agreement no employee is to be considered an employee of the other, and that no employee rights and benefits accrue to the other, including, but not limited to, all salaries, wages, bonuses, retirement, withholdings, workman’s compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals. Maricopa County and MCSO shall save and hold the City harmless with respect thereto.
5. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees and as applicable with A.R.S. § 23-214(A). Each Party shall obtain statements from any of its subcontractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. Each Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and as applicable, verify employee compliance using the E-verify system, and shall keep a record of the verification for the duration of the employee’s employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each Party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each Party and its subcontractors shall be given reasonable notice of the other Party’s intent to inspect and shall make the documents available at the time and date specified. Should either Party find that the other Party or any of its subcontractors are not in compliance, such non-compliance may be consider a material breach of this Agreement and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either Party.
6. Each party shall comply with all applicable laws, ordinances, executive orders,

rules, regulations, standards, and codes of the federal, state, and local government whether or not specifically referenced herein. As applicable to a party, the party agrees that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. As applicable to a party, the party will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

7. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
8. Any litigation arising from the agreement, or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. §12-1518 relating to the use of arbitration.
9. This Agreement may be amended only by the mutual written consent of authorized representatives for all Parties and requires City Council and Board of Supervisors approval.
10. This Agreement may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the requested date of termination. If a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination shall not become effective with respect to the current Deputies then participating in the training program until such training is completed, provided that the City continues to have sufficient staffing and other resources to continue the training until that date.
11. Notice is given that pursuant to A.R.S. § 38-3511 the Parties may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract in any capacity or consultant to any other Party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from either Party to the contract arising as the result of the Contract.
12. This Agreement is effective when signed by the Parties. 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, copied, electronic and scanned signatures are acceptable as original signatures.

13. This document is the complete and exclusive document of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.
14. Any provisions of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
15. Waiver of any breach of any item, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.
16. This Agreement will automatically renew for up to two, one-year terms following the Initial Term, unless either Party provides notice to terminate, per Section 1) above.
17. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:  
 Maricopa County Sheriff's Office  
 Department Chief of Administration  
 550 W. Jackson, 5<sup>th</sup> Floor  
 Phoenix, AZ 85003

If to Peoria PD:  
 Peoria Police  
 Ms. Heather Morrell  
 8351 W. Cinnabar Avenue  
 Peoria, AZ 85345

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

CITY OF PEORIA

MARICOPA COUNTY

BY:

BY:

\_\_\_\_\_  
 Jason Beck, Mayor

Date

\_\_\_\_\_  
 Thomas Galvin, Chairman

Date

ATTEST:

ATTEST:

\_\_\_\_\_  
 Agnes Goodwine, City Clerk

Date

\_\_\_\_\_  
 Juanita Garza, Clerk of the Board Date

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Sheriff, Jerry Sheridan                      Date

Approved as to form:

Approved as to form:

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City Attorney                                      Date

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Deputy County Attorney                      Date

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