

RESOLUTION NO. 26-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION, ARIZONA THROUGH ITS POLICE DEPARTMENT TO ENTER AN INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE CITY OF MESA, ARIZONA FOR COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS.

WHEREAS, the cities of Apache Junction and Mesa (the "Parties") are authorized pursuant to A.R.S. § 11-951, et seq., to enter into agreements to carry out public agency services; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement ("IGA") for the purpose of conducting joint law enforcement training; and

WHEREAS, the attached IGA sets forth the obligations under the IGA.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, RESOLVE AS FOLLOWS:

1) The mayor and city council authorize the mayor to execute a duplicate copy of the attached IGA ("Attachment A") for joint training operations.

2) The mayor and city council hereby further authorize the police chief or his designee to take all actions necessary to effectuate the purpose of the IGA.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2026.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2026.

WALTER "CHIP" WILSON
Mayor

ATTEST:

YVETTE MCKINNEY
City Clerk

APPROVED AS TO FORM:

RICHARD J. STERN
City Attorney

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE CITY OF MESA AND
THE CITY OF APACHE JUNCTION

City of Mesa Contract No.:

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE CITY OF MESA AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT (“Agreement”) is entered into as of the ___ day of _____, 2026 (“Effective Date”) between CITY OF MESA (“City”), an Arizona municipal corporation, and CITY OF APACHE JUNCTION (“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 City laws 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 **May 3, 2027**, 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) calendar 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. All equipment and materials purchased by a Party shall remain the property of that purchasing Party. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

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. Any such agreement providing for participation fee(s) shall be in writing and is subject to the approval of each Party's governing body, or the governing body's delegee when authorized. 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.

The obligations under this Section shall survive the termination and/or expiration of this Agreement.

VIII. Insurance:

Each Party shall obtain and maintain at its own expense, during the entire term of such Party's participation in this IGA, the following type(s) and amounts of insurance:

Commercial General Liability in the amount of at least \$2,000,000 Combined Single Limit per occurrence.

Comprehensive Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of at least \$2,000,000.00 combined single limit per occurrence.

Worker's Compensation coverage, including employees' liability coverage, as required by law.

Either Party may satisfy the requirements of this Section with proof of self-insurance.

IX. 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. The date of mailing shall serve as the date of receipt for the purposes of required advance notice(s) provided for under this Agreement.

If to City of Mesa:

Scott Butler, 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

If to City of Apache Junction:

Chief Michael Pooley
City of Apache Junction
300 E Superstition Blvd
Apache Junction, AZ 85119

With a copy to:

**R. Joel Stern
City Attorney
300 E. Superstition Blvd
Apache Junction, AZ 85119**

X. 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.

XI. 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.

XII. Conflict of Interest:

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

XIII. 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.

XIV. Employment Status and Compensation of Law Enforcement Officers:

The Parties acknowledge that under this Agreement that no employee or participant of one Party 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 that 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 harmless the other 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.

XV. 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.

XVI. 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, Arizona Executive Order 2023-01 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.

XVII. 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 § U.S.C. 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.

XVIII. 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.

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority-to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

XIX. 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.

XX. Non-Assignment:

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

XXI. 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.

XXII. 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, pursuant to A.R.S. § 12-1518(A), except as may be required by other applicable statutes.

XXIII. 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.

XXIV. Amendment:

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

XXV. 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, copied, electronic and scanned signatures are acceptable as original signatures.

XXVI. Israel Boycott Provision; Uyghurs Boycott Provision:

Each Party certifies to the other Party that it is not currently engaged in and agrees for the duration of This IGA not to engage in a boycott of Israel as defined in A.R.S. § 35-393. Each Party agrees to comply with all of its obligations under A.R.S. § 35-394, and hereby certifies that it does not currently, and agrees for the duration of This IGA that it will not, use the forced labor of ethnic Uyghurs in the People's Republic of China, or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

SIGNATURES ON FOLLOWING PAGE

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

City of Mesa

City of Apache Junction

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

By: _____

Title: _____

Title: _____

Pursuant to ARS 11-952 (D) The undersigned attorneys have reviewed this Intergovernmental Agreement and have determined it is in proper form and within the powers and authority granted to the Parties under the laws of Arizona.

City of Mesa

City of Apache Junction

Jack Vincent
Assistant City Attorney

R. Joel Stern
City Attorney

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