

MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE STATE OF
ARIZONA-DEPARTMENT OF PUBLIC SAFETY AND THE

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT.

**MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE STATE OF
ARIZONA-DEPARTMENT OF PUBLIC SAFETY AND**

THIS AGREEMENT ("Agreement") is entered into as of the _____
("Effective Date") between the STATE OF ARIZONA AND THE ARIZONA
DEPARTMENT OF PUBLIC SAFETY ("State"), and the

("_____"), a/an
_____,
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 Town/City/County charters, 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 or attending law enforcement training hosted by either Party. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

II. DEFINITIONS:

- a. "Host Agency" means the Town/City/County sponsoring or conducting the training.
- b. "Non-Host Agency" means the Town/City/County that has sent recruits/employees to train at a Host Agency.
- c. "Partnering Non-Host Agency" means a governmental agency that is not a signed party to this Memorandum of Understanding (MOU), but who has entered a substantially similar MOU with the Host Agency.

III. Duration, Renewal and Termination:

This Agreement shall become effective on the date it is adopted by the Parties, and shall terminate June 30, 2027. This Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party. Notwithstanding the foregoing, if the Host Agency terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of any Non-Host Agency personnel currently attending a training program.

IV. Fees for Training:

The Parties, by and through their respective Chief of Police/Sheriff/Director, shall execute a separate written agreement for each cooperative law enforcement training operation listing specific terms that the Non-Host Agency shall pay to the Host Agency for training that falls under the terms of this Agreement. Each such agreement shall be signed by both Parties prior to the start of training. In establishing those fees, 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/Sheriff/Director of the Host Agency, or their designee, has the discretion to waive—in whole or in part—applicable fees for the Non-Host Agency, if it is determined to be in the best interest of the Host Agency or in exchange for in-kind services, goods, or materials.

V. Availability of Training:

Nothing in this Agreement requires either Party to host training or to provide seats in any particular training class to a Non-Host Agency.

VI. Training Records:

The Host Agency will provide original training records for Non-Host personnel upon the completion of any training, completion of an in-service training academy, or termination of the recruits' attendance from an in-service training academy or other training pursuant to this Agreement. The Host Agency will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole, according to applicable Arizona State Library and Archives records retention schedules.

VII. Equipment and Assistance With Training:

The Host Agency shall provide information to the Non-Host Agency that specifies the equipment and materials that the Non-Host Agency must provide to its employee(s) in

order for the employee(s) to participate in the training program. The Non-Host Agency agrees to provide such equipment to its employee(s) as a condition of participating in the training program.

Upon reasonable request by the Host Agency and in consultation with and concurrence of the Non-Host Agency, the Non-Host Agency agrees to provide instructors or administrative assistance to the Host Agency. When the Non-Host Agency has facilities such as a driving track, firearm range, etc. that can facilitate a specific training, the Non-Host Agency agrees to allow the Host Agency to incorporate such facilities into the training when feasible and in the best interest of all Parties.

VIII. Discipline and Academic Requirements:

The Host Agency reserves the right—in its sole discretion—to decide whether the employees from the Non-Host Agency are maintaining the minimum requirements necessary to continue in the training. The Host Agency also retains the right—in its sole discretion—to remove a Non-Host Agency employee from training for training, academic, ethical, or disciplinary standards applicable to all law enforcement-training participants.

Host Agency, Non-Host Agency, and Partnering Non-Host Agency employees shall be treated in the same manner for purposes of training, academics, ethics and discipline. Should the need arise for an Internal Affairs investigation into the actions of a Non-Host Agency employee, the Non-Host Agency will conduct the investigation of its own employee(s).

The Host Agency will have the sole authority over (1) the curriculum and content of instruction, (2) the training schedule and hours, (3) decisions about whether Non-Host employees should remain in the training, and (4) the implementation and execution of policies and procedures applicable to the training.

The Non-Host Agency understands, in certain training programs, the curriculum will consist of the standard Host Agency training. Although some facilitation of cross-training on Non-Host Agency materials may occur (when feasible), training based heavily on policy and procedure shall focus on the policies and procedures of the Host Agency.

The Host Agency will maintain communication with the Non-Host Agency on issues such as academics, physical fitness, discipline, Arizona POST requirements, or other concerns that impact an employees' ability to successfully complete the training program. The Host Agency will consult with the Non-Host Agency if/when an employee of the Non-Host Agency is in jeopardy of being separated from a training program for performance issues.

IX. Agreement to Hold Harmless:

Each Party shall indemnify, defend, and hold harmless the other Party and any of its departments, agencies, officers, or employees from any and all claims, demands, suits,

actions, proceedings, loss, cost, and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by such Party on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the indemnifying Party, its employees, officers, directors, agents, representatives, or contractors (or their employees, agents, or representatives) in connection with or incident to the performance of this Agreement. The indemnifying Party's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the other Party. Each Party's obligations under this paragraph shall survive the termination of this Agreement.

X. Contract Administrator:

The Contract Administrators for this Agreement are the Training Commanders of the Parties' agency/department/office, or their designees.

XI. Notices:

All notices, requests for payment, 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 Arizona Department of Public Safety: Director
Arizona Department of Public Safety
2102 West Encanto Blvd.
Phoenix, AZ 85006

If to _____:

XII. Other Duties Imposed by Law:

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

XIII. 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.

XIV. Conflict of Interest:

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

XV. Compliance with Laws and Policies:

The Parties shall comply with all federal, state, local laws, rules, regulations, standards, and Executive Orders, without limitation to 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.

XVI. Employment Status and Compensation of Law Enforcement Officers:

The Parties shall each provide workers' compensation insurance, 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.

XVII. Workers' Compensation/Posting:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of Host, Non-Host, and Participating Host Agencies training under this Agreement shall be deemed to be an employee of all agencies. The parent agency shall be solely liable for payment of workers' compensation benefits. The Host Agency agrees to provide any posting and notice to the employees, as required A.R.S. §23-1022(E) or otherwise provided by law.

XVIII. Compliance with Civil Rights:

The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4, 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.

XIX. 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.

XX. 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.

XXI. No Third-Party Beneficiaries:

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.

XXII. Non-Assignment:

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

XXIII. 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.

XXIV. Governing Law, Dispute Resolution, and Jurisdiction:

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

XXV. 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.

SIGNATURES ON FOLLOWING PAGE

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

State of Arizona, Dept. of Public Safety

Heston H. Silbert, Director

_____, _____

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of the State of Arizona, and has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of _____, and has determined that this Agreement is in proper form and is within the powers and authority granted to _____ under the laws of the State of Arizona.

Philip Brailsford, General Counsel

_____, Attorney