

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE
AND
CITY OF GOODYEAR
FOR MCSO DETENTION OFFICER TRAINING ACADEMY
C-50-26-__X-00

This Intergovernmental Agreement (IGA) is entered into by and between Maricopa County, a political subdivision of the State of Arizona by and through the Maricopa County Sheriff's Office, ("MCSO"), and the City of Goodyear, an Arizona Municipality, for Goodyear Police Department ("Goodyear PD"), collectively referred to as the "Parties" and individually referred to as "Party".

Whereas MCSO conducts Detention Officer Training Academies on an as-needed basis and regularly has sufficient space for additional participants, and whereas the Goodyear PD detention recruits are required to be formally trained in an acceptable training program and the Goodyear PD does not have its own detention or corrections training academy, the Parties enter into this IGA.

Party Responsibilities

The MCSO will:

1. Provide training space as available after MCSO's training space needs have been met for Goodyear PD detention recruit officers to attend scheduled Detention Officer Training Academies.
2. Reserve the right in its sole discretion to decide whether the Goodyear PD recruits maintain the academic standings necessary to continue in the Academy class.
3. Reserve the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all Detention academy participants.
4. Provide Goodyear PD original individual training records for each of its recruits upon completion of the MCSO Academy or termination of a recruit's attendance at the MCSO Academy.
5. Treat Goodyear PD recruits in the same manner as MCSO recruits for purpose of training, academics, ethics and discipline.

6. Require Goodyear PD to investigate its recruits should a situation arise for an Internal Affairs Investigation concerning the action of one of its recruits.
7. Bill Goodyear PD a non-refundable registration amount of \$250 per registrant after the first day of training.
8. Review its costs annually and process amendments to this Agreement for future increases no later than April of each year, to be effective with the new fiscal year (July 1 to June 30).

Goodyear PD will:

1. Accept that there is no guarantee that any minimum number of candidates from Goodyear PD will be able to attend the academy. Enrollment is limited to space/resource availability and MCSO candidates have enrollment priority.
2. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO and that the curriculum shall focus on the policies and procedures of the MCSO.
3. Provide applicable items for Goodyear PD recruits depending on the requirements for the detention basic training.
4. Pay amounts cited in 7. above per registrant within 30 days of receipt of invoice and make amounts payable to Maricopa County; and reference "MCSO Detention Training Academy" in the transaction detail.

General Provisions

1. This IGA shall have an initial 2-year term beginning January 1, 2026, through December 31, 2028. Following initial term, this IGA will automatically renew for up to two, one-year terms unless cancelled or terminated.
2. Each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "indemnitee") and MCSO affiliates 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 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, affiliated or volunteers.

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 obligation of the Parties shall be only those expressly set forth in this Agreement.
4. Parties acknowledge that under this IGA, no employee or participant of the Goodyear PD is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Goodyear PD shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.
5. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other federal immigration laws and regulations related to the Immigration status of its employees and A.R.S. §214(A). Each party shall obtain statements from 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 verifying 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's 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 considered a material breach of this Agreement and may pursue 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 specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin regarding obligations, work and services performed under the terms of any contract ensuing from this engagement. The Parties 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 of Arizona for five (5) years after completion of this Agreement. Upon request, the Party shall produce originals of 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 IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and City of Goodyear approval.
10. Except as otherwise provided herein, this IGA may be terminated at any time by either Party by mailing or emailing the other Party notice of termination within thirty (30) days prior to the effective date of said termination or as otherwise agreed to by the Parties in writing. If a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruit's training is completed, if MCSO continues to have sufficient staffing and other resources to continue the training until that date.
11. Either party has the right to terminate this IGA without liability to the non-terminating party by delivering to the non-terminating party written notice of termination at least thirty (30) days prior to the effective date of said termination or as otherwise agreed to by the Parties in writing.
12. Either Party has the right to terminate this IGA upon twenty-four (24) hour notice when it is deemed the health or welfare of the service recipients is endangered.
13. If this IGA is terminated prior to expiration of its stated term, any funds advanced shall be refunded within ten (10) day after the effective date of such early termination; however, there shall be no obligation to refund any monies representing tuition for participants who have attended the first day of training.

14. Termination of suspension of this IGA by either party shall not terminate or otherwise affect the obligations of the parties to provide indemnification and to maintain and permit inspection of records as provided herein.
15. 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 to 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 a result of the Contract.
16. 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.
17. This document is the complete and exclusive statement 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.
18. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
19. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or conditions herein.

Any notice to be given under this IGA shall be sent to the Parties listed below:

Wynette Reed, City Manager
City of Goodyear
190 N. Litchfield Rd
Goodyear, AZ 85338

Maricopa County, a political subdivision

ATTEST:

Maricopa County Sheriff's Office

Approved as to form:

Deputy County Attorney Date