

**CITY CLERK  
ORIGINAL**

**C-8590  
09/10/2013**

**MEMORANDUM OF UNDERSTANDING  
MESA POLICE BASIC TRAINING ACADEMY**

This Memorandum of Understanding (MOU) is entered into by and between the Mesa Police Department (Mesa) and the Glendale Police Department (Glendale); (collectively referred to as the Parties).

The Parties enter into this MOU to outline their responsibilities with respect to Mesa providing training space for 2 police recruits in Mesa's Basic Training Police Academy beginning July 8, 2013.

1. Mesa will provide 2 positions for 2 recruit officers to attend the Mesa Police Basic Training Academy class beginning July 8, 2013.
2. Glendale shall pay to Mesa five hundred dollars (\$500.00) per recruit to reserve a position for each recruit in the Academy class. The \$500.00 fee is nonrefundable and does not represent the cost of training, but is an amount deemed necessary by Mesa to reserve a position in the Academy class.
3. Mesa reserves the right in its sole discretion to decide whether the Glendale recruits maintain the academic standings necessary to continue in the Academy class.
4. 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.
5. Glendale 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 Glendale recruit, for example, an Internal Affairs investigation, Glendale will investigate their own recruits.
6. Upon request, Glendale agrees to provide instructors or administrative assistance to the Mesa Academy. Such assistance is to be provided in consultation with and concurrence with Glendale.
7. Glendale understands and agrees 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 Glendale materials may occur, the curriculum shall focus on the policies and procedures of the Mesa Police Department.
8. Mesa will provide original training records for each Glendale recruit to Glendale 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 consistent with the requirements of State law.

9. Glendale shall provide workmen's compensation insurance, salary, benefits, weapons, ammunition and uniforms for Glendale recruits.

10. Each entity or agency shall assume the responsibility and liability for the acts and omissions of its own deputies, officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no entity or agency shall be considered the agent of the other entity or agency. Each entity or agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership, agency relationship, or joint powers authority between the Parties.

11. The laws of the State of Arizona shall govern this MOU. Venue will be in the Maricopa County Superior Court unless otherwise agreed to between the Parties.

12. To the extent applicable, Mesa reserves all rights to cancel this MOU for possible conflicts of interest under ARS 38-511, as amended.

13. To the extent applicable, pursuant to ARS 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in ARS 35-391 and 35-393, in either Sudan or Iran.

14. To the extent provisions of ARS 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 ARS §23-214(A).

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 MOU.

B. 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.

C. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

D. 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 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).

15. This MOU may be amended only by the mutual written consent of authorized representatives for all Parties.

16. This MOU may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail. In the event that a Party decides to terminate this MOU, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

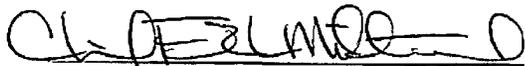
17. This MOU is effective when signed by the Parties.

18 Any notice to be given under this MOU shall be sent to the Parties listed below.

Signed and attested to this 8<sup>th</sup> day of October, 2013.

City of Mesa

City of Glendale

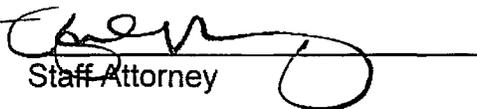
  
Frank L. Milstead, Chief of Police

  
Debora Black, Chief of Police

Approved as to form:

Approved as to form:

  
Mesa Police Staff Attorney

  
Staff Attorney

MPD 10-17-2012

**ATTEST:**  
  
City Clerk