

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF MESA
AND
THE CITY OF PHOENIX
FOR DETENTION OFFICER TRAINING**

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Mesa, Arizona ("Mesa") and the City of Phoenix, Arizona for and on behalf of the Phoenix Police Department ("Phoenix"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

I. RECITALS

1.1 **WHEREAS**, the City Manager of Phoenix and the City Manager of Mesa, are authorized and empowered by provisions of their City Charter to execute contracts; and,

1.2 **WHEREAS** public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952; and,

1.3 **WHEREAS** agreements for public safety training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

1.4 **WHEREAS** it is the desire of the municipalities participating in this Agreement, to work together for mutual benefit of the public.

NOW, THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

II. PURPOSE

2.1 The City of Mesa and the City of Phoenix desire to reach an agreement to provide training for detention officer trainees in Mesa's Basic Detention Officer Training Academy.

2.2 The purpose of this IGA is to memorialize in writing the terms under which Mesa agrees to provide training space for Phoenix detention officer trainees in Mesa's Basic Detention Officer Training Academy.

III. DURATION AND TERMINATION

3.1 To the extent applicable, the parties reserve all rights to cancel this agreement for possible conflicts of interest under A.R.S. §38-511

3.2 This agreement may be terminated at any time upon the mutual written consent of the parties. In the event that the parties consent to terminate the agreement, the parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

3.3 This agreement shall be effective starting _____ and shall expire on _____. This agreement may be extended upon mutual agreement of the parties for additional terms with each additional term not to exceed ten (10) years.

IV. GENERAL PROVISIONS

4.1 Mesa reserves the right in its sole discretion to decide whether the Phoenix trainees maintain the academic standards necessary to continue in the class. Mesa also retains the right, in its sole discretion, to dismiss any trainee for training, academic, ethical, or disciplinary standards applicable to all training participants.

Mesa will regularly communicate with Phoenix on issues that may affect the ability of a Phoenix employee to successfully complete the training program, including, but not limited to academics and discipline. Mesa will advise Phoenix, as soon as possible, when it appears that a Phoenix employee may be subject to being removed from a Mesa training program.

4.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that a Phoenix employee is suspected of having engaged in misconduct while in training being conducted by Mesa, Mesa shall report the suspected misconduct to Phoenix as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

4.3 Phoenix agrees to provide Phoenix trainees training equipment and uniforms to include, but not limited to, firearms, ammunition, eye protection, ear protection, TASER (if

applicable), batons (if applicable) and any other consumable item needed to participate in the Mesa Basic Detention Officer Training Academy.

4.4 Upon reasonable request by Mesa, Phoenix agrees to provide training officers, instructors, or administrative assistance to the Mesa Basic Detention Officer Training Academy.

4.5 The Parties understand and agree that the curriculum will consist of the standard Mesa Police Department training program for Mesa Police Department detention officers. Although some facilitation of cross-training on Phoenix materials may occur, the curriculum shall focus on the policies and procedure of the Mesa Police Department. Phoenix may request additional cross-training on Phoenix materials, the presentation of which shall be provided by Phoenix personnel, subject to availability.

4.6 Mesa will provide original training records for each Phoenix trainee to Phoenix upon completion of the Academy or termination of the trainees' attendance at the Mesa Basic Detention Officer Training Academy. Mesa will maintain records of lesson plans, class rosters, and other documentation common to the class.

4.7 To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

4.8 Indemnification. The City of Phoenix will indemnify and save Mesa harmless, including its departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by Phoenix employees and/or Phoenix trainees. Each party shall be responsible for the negligent acts or omissions of its own employees, officers, agents, and trainees. Nothing in this Agreement shall require either party to indemnify the other for that party's own negligence or intentional misconduct. In the event an action or omission of a Phoenix employee and/or Phoenix trainee gives rise to a loss, expense, damage, or claim, however, the City of Phoenix shall indemnify Mesa for any liability arising by virtue of the incident occurring on City of Mesa property.

4.9 To the extent provisions of A.R.S. §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 complies with the E-Verify Program under A.R.S. 23-214(A).

4.10 This agreement may be amended only by the mutual written consent of authorized representatives for all parties.

4.11 Upon partial or complete termination of this agreement the parties shall retain all property pertaining to such parties.

4.12 In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the term or provision that is deemed to be invalid or unenforceable.

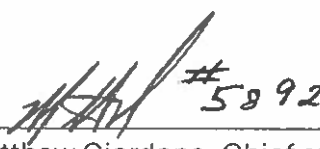
4.13 This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

IN WITNESS THEREOF, the parties enter into this agreement:

City of Mesa, Arizona

City of Phoenix, Arizona

Daniel Butler, Chief of Police

 #5892

Matthew Giordano, Chief of Police

Date

6.25.26

Date

ATTEST:

City Clerk

Date

City Clerk

Date

APPROVED AS TO FORM:

Signature Date

Printed Name
City Attorney

 6/18/26

Signature Date

DAVID LAVELLE

Printed Name
for City Attorney 

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. §11-952(D), each of the undersigned attorneys acknowledge: 1) that they have reviewed the above IGA on behalf of their respective clients; and, 2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Printed Name
City Attorney

 6/18/26

Signature Date

DAVID LAVELLE

Printed Name
for City Attorney 