



# MARICOPA COUNTY SHERIFF'S OFFICE

JOSEPH M. ARPAIO  
SHERIFF



August 24, 2015

Undersheriff Michael Johnson  
Gila County Sheriff's Office  
1100 South Street  
P.O. Box 311  
Globe, Arizona 85502

Re: **Intergovernmental Agreement between Maricopa County and Gila County  
Regarding Basic Training Academy**

Dear Undersheriff Johnson:

Enclosed please find three (3) originals of the Intergovernmental Agreement between Maricopa County and Gila County Regarding Maricopa County Sheriff's Office Basic Training Academy requiring signatures. This Agreement was approved by the Maricopa County Board of Supervisors at the August 19, 2015 meeting. Once signed by all required parties, please keep one original for your records and return two originals in the enclosed envelope. This replaces all previous versions.

If you have any questions or need any further information, please contact me at 602-876-1633 or Victoria Tortorello, Business Services Assistant, at 602-876-6856.

Sincerely,

A handwritten signature in blue ink that reads "Suzanne R. Baier".

Suzanne R. Baier, Commander  
Business Services Division

SRB:vt

Enclosures

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARICOPA COUNTY and GILA COUNTY  
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE  
BASIC TRAINING ACADEMY  
C-50-16-008-M-00**

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona administered by and through the SHERIFF'S OFFICE "MCSO" and GILA COUNTY on behalf of its SHERIFF'S OFFICE, "GCSO,"; collectively referred to as the Parties. The Parties enter into this IGA for Sworn Basic Training of deputy recruits.

Whereas MCSO offers Sworn Officer Basic Training Academies which meet the State of Arizona Peace Officer Standard Training (AZPOST) requirements on as as-needed basis and generally has sufficient space for additional participants.

Whereas GCSO does not have its own training academy and its deputy recruits are required to be trained according to the AZPOST.

The Counties of Maricopa and Gila enter into the following Agreement on behalf of their Sheriff's Offices commencing June 29, 2015, through June 30, 2018.

**The MCSO:**

1. Will provide training space, when available, for GCSO recruit officers to attend scheduled Basic Training Academies.
2. Reserves the right in its sole discretion to decide whether the GCSO recruits maintain the academic standings necessary to continue in the Academy class.
3. Retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all police academy participants.
4. Will provide GCSO original individual training records for each GCSO recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO 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.
5. Will treat GCSO recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Will require GCSO to investigate GCSO recruits should a situation arise for an Internal Affairs Investigation concerning the actions of a GCSO recruit.
7. Will bill Gila County a non-refundable registration in the amount of \$500, payable to Maricopa County, per Gila County registrant after the first full day of the academy.
8. Notice is given that pursuant to A.R.S. § 38-511 the County 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 County 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 County 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 County from any other party to the contract arising as the result of the Contract.

**The GCSO:**

1. Agrees to provide instructors or administrative assistance to the MCSO Academy, upon request by the MCSO.
2. Agrees to pay \$500 per registrant.
3. Understands and agrees that the curriculum will consist of the standard MCSO training program for MCSO. Although some facilitation of cross-training on GCSO materials may occur, the curriculum shall focus on the policies and procedures of the MCSO.
4. Will provide statutory worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for GCSO recruits.

**The Parties agree:**

1. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") 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, or volunteers.
2. 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 rights and obligations of the parties shall be only those expressly set forth in this Agreement.
3. 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. §23-214(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 verify 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 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 contract and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either party.

4. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will 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).
5. 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.
6. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Board approval.
7. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two(2) months in advance of the requested date of termination. In the event that 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.
8. This IGA is effective when signed by the Parties.
9. This IGA may be renewed by written agreement of the parties for one additional three-year period.
10. Any notice to be given under this IGA shall be sent to the Parties listed below.

**If to MCSO:**

Paul Chagolla  
Chief, Support Services Bureau 1  
Maricopa County Sheriff's Office  
550 W Jackson  
5<sup>th</sup> Floor  
Phoenix, AZ 85003

**If to GCSO:**

Michael Johnson  
Undersheriff  
Gila County Sheriff's Office  
1100 South Street  
P.O. Box 311  
Globe, AZ 85502

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Basic Training Academy Intergovernmental Agreement

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

GILA County, a political subdivision  
of the State of Arizona

MARICOPA County, a political subdivision  
of the State of Arizona

BY: \_\_\_\_\_  
Date  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Date  
Steve Chucri  
Chairman, Board of Supervisors

ATTEST:

ATTEST:

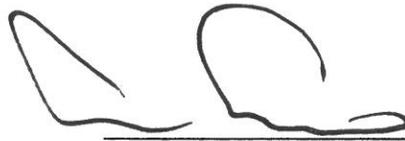
\_\_\_\_\_  
Date  
Marian E. Sheppard  
Clerk of the Board

\_\_\_\_\_  
Date  
Fran McCarroll  
Clerk of the Board

Gila County Sheriff's Office

Maricopa County Sheriff's Office

 8/22/15  
Date  
Michael Johnson  
Undersheriff

 8-27-15  
Date  
Joe Arpaio  
Sheriff

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Date  
Deputy County Attorney

\_\_\_\_\_  
Date  
Deputy County Attorney