

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GILA COUNTY
AND MARICOPA COUNTY
BY AND THROUGH THE
MARICOPA COUNTY SHERIFF'S OFFICE
FOR DETENTION OFFICER TRAINING ACADEMY
C-50-17-00__-3-00**

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 GILA COUNTY; collectively referred to as the Parties.

Whereas MCSO offers Detention Officer Training Academies on as-needed basis and generally has sufficient space for additional participants.

Whereas Gila County does not have its own training academy and its detention or corrections officer recruits are required to be formally trained in an acceptable training program.

Maricopa County and Gila County enter into this IGA regarding Gila County's participation in MCSO's Detention Officer Academy.

Term:

This IGA shall be for a term of July 1, 2016 through June 30, 2019. This IGA is effective when signed by the Parties. This IGA may be renewed by written agreement of the parties for one additional three-year period subject to the Maricopa County Board of Supervisors' approval prior to the extension effective date.

Termination/Suspension/Cancellation:

- A. Except as otherwise provided herein, each party shall have the right to terminate this IGA without liability to the non-terminating party by hand-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.
- B. In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the IGA, whichever is earlier.
- C. 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.
- D. Non-Availability of Funds. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to Parties in the event this provision is exercised. Neither Party shall be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.
- E. Notice is given that pursuant to A.R.S. § 38-511, the Parties may cancel any IGA without penalty or further obligation within three years after execution of the IGA,

if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the County is at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any other party to the IGA in any capacity or consultant to any other party of the IGA with respect to the subject matter of the IGA. 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 IGA on behalf of the County from any other party to the IGA arising as the result of the IGA. Pursuant to A.R.S. §38-511, parties, their political subdivisions or any department or agency of either may, within three years after its execution, cancel any IGA without penalty or further obligation, made by either party political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of either party, its political subdivisions or any department or agency of either is, at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any other party to the IGA in any capacity or a consultant to any other party to the IGA with respect to the matter of the IGA. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation, unless the notice specifies a later time.

The MCSO:

1. Will provide training space as available for Gila County detention recruit officers to attend scheduled Detention Officer Training Academies.
2. Reserves the right in its sole discretion to decide whether the Gila County 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 Detention academy participants.
4. Will provide Gila County 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. Will treat Gila County recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Will require Gila County to investigate its recruits should a situation arise for an Internal Affairs Investigation concerning the actions of one of its recruits.
7. Will bill Gila County non-refundable registration in the amount of \$150, per registrant for materials after the first full day of the academy which will be payable to Maricopa County.

Gila County:

1. Agrees to provide instructors or administrative assistance to the MCSO Academy upon request by the MCSO. Such assistance is to be provided in consultation with and concurrence of both parties.

2. Agrees to pay \$150 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 materials may occur, the curriculum shall focus on the policies and procedures of the MCSO.
4. Will provide worker's compensation insurance, salary, benefits, and uniforms for its 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 IGA 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 IGA.
3. Parties acknowledge that under this IGA no employee or participant, instructor or administrative assistant of Gila County is to be considered a Maricopa County employee, and that no rights of Maricopa County civil service, Maricopa County retirement, or Maricopa County personnel rules shall accrue to such individual. Gila County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the Maricopa County harmless with respect thereto.
4. Each party to this IGA 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 IGA. 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 IGA 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 sub-contractors or employee documents performing work under this IGA to verify compliance with this IGA. 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 IGA 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.

5. 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 reference herein. The Parties agree that there will be no discrimination as to race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status in regard to obligations, work, and services performed under the terms and any IGA 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).
6. The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court unless otherwise agreed to between the Parties. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
7. Pursuant to A.R.S. § 35-214 and § 35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce a legible copy of any or all such records.
8. Each party is responsible to finance and maintain a budget for its respective obligations under this agreement.
9. In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. 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.
11. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and require Board approval.

Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
12. 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 condition herein.

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

If to MCSO:

Chief, Administration
Maricopa County Sheriff's Office
550 W Jackson
5th Floor
Phoenix, AZ 85003

If to Gila County

Detention Commander
Gila County Sheriff's Office
1100 South Street
P.O. Box 311
Globe, AZ 85002

14. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

(Remainder of page intentionally left blank, signatures to follow)

