

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARICOPA COUNTY AND CITY OF FLAGSTAFF  
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE  
BASIC TRAINING ACADEMY**

C-50-22-\_\_\_-X-00

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE ("MCSO") and the CITY OF FLAGSTAFF, an Arizona municipal corporation, ("Flagstaff") on behalf of its police department, collectively referred to as the "Parties." Under A.R.S. § 11-952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding City of Flagstaff Police Department, "Flagstaff PD," participation in MCSO's Sworn Basic Training Academy.

**RECITALS**

MCSO offers Sworn Officer Basic Training Academy on an as-needed basis and generally has space for additional participants and whereas Flagstaff has sworn employee recruits that are required to be trained according to the State of Arizona Peace Officer Standard Training ("AZPOST").

**AGREEMENT**

Wherefore, the Parties enter into the following Agreement January 1, 2022 through December 31, 2023, the Initial Term, upon Maricopa County Board of Supervisor approval.

**MCSO will:**

1. Provide training space as available for Flagstaff PD recruit officers to attend scheduled Sworn Basic Training Academy.
2. Reserve the right in its sole discretion to decide whether the Flagstaff PD recruits maintain the academic standings necessary to continue in the academy class.
3. Retain the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.
4. Provide Flagstaff original individual training records for each Flagstaff PD 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. Treat Flagstaff PD recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Require Flagstaff to investigate Flagstaff PD recruits should a situation arise for an internal affairs investigation concerning the actions of a Flagstaff PD recruit.
7. Bill Flagstaff a non-refundable registration in the amount of \$750, payable to Maricopa County, per Flagstaff PD recruit.

8. Review its costs annually and, if necessary, process amendments to this Agreement for future increases, not later than April of each fiscal year, to be effective with the new fiscal year.

**Flagstaff will:**

1. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.
2. Provide worker's compensation insurance, automobile liability, salary, benefits, weapons, ammunition and uniforms for Flagstaff PD recruits and employees participating in MCSO Sworn Training Academy.
3. Ensure its employee participants have received infectious disease testing and required immunizations and have undergone health related pre-requisites applicable MCSO academy attendees prior to the first day of training. Proof of the preceding requirements will be necessary for the participant's records prior to the academy start.

Specific COVID-19 requirements:

Ensure that registrants are tested for COVID-19 with negative results before the start of the academy within safe time parameters specified by MCSO Training.

Ensure that required subsequent COVID-19 testing for current academy participants occurs as directed by MCSO Training. CDC guidelines will be followed for any participants testing positive.

4. Agree to pay MCSO within 30 days of receipt of invoice.
5. Accepts that there is no guarantee that any minimum number of candidates from the Flagstaff PD will be accepted to attend the academy, because enrollment is based MCSO's determination of appropriate space/resource availability and because MCSO candidates have enrollment priority.

**The Parties agree:**

1. There are no amounts due Maricopa County from the previous training agreements.
2. 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.
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 obligations 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 Flagstaff 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. Flagstaff PD 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 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. §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 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.
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 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).
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 six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
8. Any litigation arising from the IGA 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 Flagstaff City Council approval.
10. 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. 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 recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.
11. Notice is given that pursuant to A.R.S. § 38-511 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 the result of the Contract.
12. This IGA is effective when signed by the Parties. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. This Agreement will automatically renew for up to two, one-year terms following the Initial Term, unless either Party provides notice to terminate, per Section 9., above.

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

**If to MCSO:**

Chief of Administration  
Maricopa County Sheriff's Office  
550 W Jackson, 5<sup>th</sup> Floor  
Phoenix, AZ 85003

**If to Flagstaff PD:**

Flagstaff Police Dept.  
Chief Dan Musselman  
911 E. Sawmill Rd.  
Flagstaff, AZ 86001

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

City of Flagstaff, an Arizona  
Municipal Corporation

MARICOPA County, a political subdivision  
of the State of Arizona

BY:

BY:

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Chairman Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
Clerk of the Board Date

City of Flagstaff Police

Maricopa County Sheriff

BY:

BY:

\_\_\_\_\_  
Chief Date

\_\_\_\_\_  
Paul Penzone Date  
Sheriff

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney Date

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