



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 5/3/2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Arizona Peace Officer Standards and Training Board

Project Title/Description:

Arizona Peace Officer Standards and Training Board Contract (AZ POST Contract #2016-001)

Purpose:

To continue Lieutenant Cathryn Masters assignment to AZ POST.

Procurement Method:

N/A-IGA

Program Goals/Predicted Outcomes:

To help provide training and related services to AZ law enforcement agencies.

Public Benefit:

Better training for law enforcement personnel.

Metrics Available to Measure Performance:

No metrics available

Retroactive:

No

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: GTAM Department Code: SD Contract Number (i.e., 15-123): 16*067

Amendment No.: #1 AMS Version No.: _____

Effective Date: 07/01/2016 New Termination Date: 06/30/2018

☐ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$212,000.00

Funding Source(s): AZ POST-Peace Officer's Training Fund

Cost to Pima County General Fund: _____

Department: Sheriff

Telephone: 351-3185

Department Director Signature/Date: Julia Riley 4/18/16

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. Dondelinger 4/19/16



AZ POST Contract #2016-001

ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD CONTRACT

This Contract is entered into by and between the Arizona Peace Officer Standards and Training Board, hereinafter referred to as "AZ POST" and Pima County on behalf of the Pima County Sheriff's Department, hereinafter referred to as the "Sheriff's Department". The parties hereby agree as follows:

1. **Authority:** AZ POST is authorized by A.R.S. §41-1822 (D)(2) to provide training and related services to assist Arizona law enforcement agencies to better serve the public and by A.R.S. §41-1822 (D)(3) to enter into contracts to carry out its powers and duties.

Pima County is authorized by A.R.S. §11-201 to enter into contracts to exercise its powers.

Both parties are authorized by A.R.S. §11-952 to enter into this Intergovernmental Agreement for the joint exercise of common authority, the training of law enforcement officers.

2. **Personnel:** The Sheriff's Department agrees to assign Lieutenant Cathryn Masters, employed by the Sheriff's Department, to AZ POST on a full-time basis for such assignments as AZ POST may direct. During this period of assignment, Lieutenant Masters shall maintain all rights and privileges available as if she were assigned on a full-time basis to the Sheriff's Department during this period.
3. **Duration:** The period of assignment pursuant to this Contract will commence on July 1, 2016, and will terminate June 30, 2018, or until extended. Extension may be granted by written mutual agreement signed by the AZ POST Executive Director and the Pima County Board of Supervisors.
4. **Funds:** AZ POST agrees to reimburse the Sheriff's Department out of the Peace Officer's Training Fund (POTF) for payroll expenses related to the AZ POST assignment, specifically regular salary pay. The Sheriff's Department agrees to furnish AZ POST an up-to-date invoice for each four-week period containing detailed salary information as may be required by AZ POST to facilitate the reimbursement process. The total amount to be reimbursed to the Sheriff's Department shall not exceed a total of \$106,000 annually. AZ POST agrees to schedule Lieutenant Masters in such a manner that the total annual payroll expense does not exceed \$106,000.
5. **Termination:** Either party may terminate this Contract upon thirty (30) days written notice to the other party.

6. **Conflict of Interest:** Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either 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 a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the party receives written notice of the cancellation unless the notice specifies a later time.
7. **Notices:** Any notices made under this Contract shall be made to the AZ POST Executive Director and the Pima County Sheriff, at their places of business.
8. **Records:** Under A. R. S. § 35-214 and A. R. S. 35-215, the parties shall retain for inspection and audit by the State all data and other records relating to the acquisition and performance of this Contract for a period of five years after its completion. Upon request by AZ POST, a legible copy of all such records shall be produced by the parties. The original of all such records shall also be available and produced for inspection and audit when needed to verify the authenticity of a copy.
9. **Non-Discrimination:** The parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.
10. **Employment verification statutes:** The parties agree to comply with A.R.S. §41-4401 and 23-214 regarding employment eligibility verification.
11. **Workers Compensation Coverage:** The parties agree that A.R.S. §23-1022 controls concerning workers compensation coverage.
12. **Cancellation:** Either party may cancel this Contract without penalty or further obligation pursuant to A. R. S. § 38-511.
13. **Use of Arbitration:** In the event of a dispute, after exhaustion of all administrative remedies, arbitration will be used to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
14. **Non-Availability of Funds:** Every payment obligation of the Board under this Contract is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

15. **General Indemnification:** Nothing in this Contract shall be interpreted to modify or otherwise affect any common law or statutory right to indemnity or contribution that any party to this Contract may have against any other party relative to any incident arising out of the performance of this Contract. Each party to this Contract is responsible for its own negligence.
16. **Employment and Organization Disclaimer:** This Contract is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

For PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date


APPROVED AS TO FORM



Deputy County Attorney

4/13/16

Date



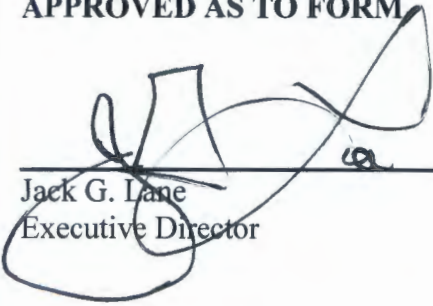
Chris Nanos, Sheriff

4-13-16

Date

For the ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD

APPROVED AS TO FORM



Jack G. Lane
Executive Director



Michael Saltz
Assistant Attorney General

4-6-16

Date

4/6/16

Date