

Contract Number: CTN. SD. 14X 049
Effective Date : 9-8-13
Term Date : 6-30-16
Cost :
Revenue : \$ 292,250.-
Total : NTE:
Action
Renewal By : 4-1-16
Term : 6-30-16
Reviewed by: VR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 09/10/2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This agreement is between the Pima County Sheriff's Department and Arizona Peace Officer Standards and Training Board. The Sheriff's Department agrees to assign Lt. Cathryn Masters to AZ POST on a full time basis. The Pima County Sheriff's Department will receive \$292,250.00 for salary and benefits.

CONTRACT NUMBER (If applicable): CTN-SD-14*49

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS:

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Ver. 1
Vendor-1
Pgs. 3

To: CHH- 9-5-13
COB- 9-5-13
Agenda 9-10-13
Addendum (2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: ____ and/or REVENUE TO PIMA COUNTY:\$292,250.00

FUNDING SOURCE(S): State Grant Fund
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	
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IMPACT:

IF APPROVED:

IF DENIED:

DEPARTMENT NAME: Pima County Sheriff's Department

CONTACT PERSON: Toni Robinson TELEPHONE NO.: 351-3185



CONTRACT
NO. TN-SD-14000000000000000049
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.



AZ POST Contract #2013-003

**ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD
AGREEMENT**

This Agreement 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 Agreement will commence on September 8, 2013, and will terminate June 30, 2016, or until extended. Extension may be granted by written mutual agreement signed by the AZ POST Executive Director and Pima County.
4. **Funds:** AZ POST agrees to reimburse the Sheriff's Department out of the Peace Officer's Training Fund (POTF) for certain payroll expenses related to the AZ POST assignment, specifically regular salary including special assignment pay, and employee related expense including authorized overtime/extra-time compensation, holiday allowance, pension, medical/dental, workers compensation, public liability and hazardous waste insurance. The Sheriff's Department agrees to furnish AZ POST an up-to-date invoice for each four-week period containing detailed salary and benefit information as may be required by AZ POST to facilitate the reimbursement process. The total amount to be reimbursed to the Sheriff's Department for the aforementioned expenditures shall not exceed a total of \$167,000 annually. AZ POST agrees to schedule Lieutenant Masters in such a manner that the total annual payroll expense does not exceed \$167,000.

5. **Termination:** Either party may terminate this agreement upon thirty (30) days written notice to the other party.
6. **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.
7. **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.
8. **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.
9. **Employment verification statutes:** The parties agree to comply with A.R.S. §41-4401 and 23-214 regarding employment eligibility verification.
10. **Workers Compensation Coverage:** The parties agree that A.R.S. §23-1022 controls concerning workers compensation coverage.
11. **Cancellation:** Either party may cancel this Agreement without penalty or further obligation pursuant to A. R. S. § 38-511.
12. **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.
13. **Non-Availability of Funds:** Every payment obligation of the Board under this Agreement 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 Agreement, this Agreement 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.
14. **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.
15. **Employment and Organization Disclaimer:** This Agreement 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 Agreement.

For PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

9/3/13

Date



Clarence W. Dupnik, Sheriff

7/17/13

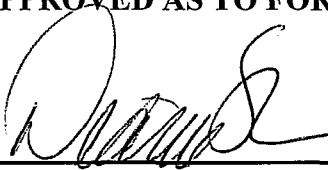
Date

For the ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD

APPROVED AS TO FORM



Lyle W. Mann
Executive Director



Diana Stabler
Assistant Attorney General

8-26-13

Date

8-26-13

Date