

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS

701 E. Jefferson St.
Phoenix, Arizona 85034

INTERAGENCY SERVICE AGREEMENT

This Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §41-2804, §41-2813 *et seq.*, between The Arizona Department of Corrections Rehabilitation & Reentry, for and on behalf of its Correctional Officer Training Academy (COTA) herein referred to as ADCRR or the Department, and the (Pinal County Sheriff's Office), herein referred to as the County.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Agreement between the parties and supersedes all other understandings, oral or written.

WHEREAS, the ADCRR is authorized by Arizona Revised Statutes (A.R.S.) §41-1604, and wishes to establish and enter into an agreement, and;

THEREFORE, IT IS AGREED the ADCRR and the **County** do hereby agree as follows:

1. Purpose of Agreement:

To provide Correctional Officer Certification Training to qualified candidates as referred by the County.

2. Description of Services

2.1. The Department will conduct a certified two-hundred-forty (240) hour, preservice training academy by a Peace Officer Standards and Training (POST) approved staff instructor and Department employees. Training and education will be conducted in nine (9) core areas:

- 2.1.1. Ethics and Professionalism;
- 2.1.2. Inmate Management;
- 2.1.3. Legal Issues;
- 2.1.4. Communication Skills;
- 2.1.5. Officer Safety, Including Firearms;
- 2.1.6. Applied Skills;
- 2.1.7. Security, Custody and Control;
- 2.1.8. Conflict and Crisis Management; and
- 2.1.9. Medical and Mental Issues.

2.2. Instruction is supplemented by practical skills application taught during class exercises in the Department prison replica dorm and cells. The Academy prepares jail detention officers for employment in a prison and/or jail setting.

2.3. Upon successful completion of the program, candidates will be issued a certificate and up to twenty-one (21) hours of college credit through Rio Salado College.

- 2.4. The cost for each candidate per two-hundred-forty (240) hour course to the County shall be \$985.00.
 - 2.4.1. The fee shall be paid in full whether the course is completed or not completed by the candidate.
- 2.5. The cost for advanced training to the contract shall be \$21.50 per day per participant. A prorated fee for incomplete courses shall apply.

3. The Department agrees:

- 3.1. PRE-SERVICE - To provide complete usage of its facility, and shall provide the following amenities including, but not limited to:
 - 3.1.1. Housing
 - 3.1.2. Food
 - 3.1.3. Classroom
 - 3.1.4. Textbooks
 - 3.1.5. Weapon(s) and ammunition for training purposes;
 - 3.1.5.1. Weapons provided by the Department and used by candidates for training shall remain the property of the Department.

- 3.2. ADVANCE TRAINING: To provide staff instructor and certification for In-Service classes. The Department will ~~provide~~ provide the contractor with available academy dates for the calendar year.

Not Included:

- 3.2.1. Lodging, Meals, Weapons, and Ammunition **are not** included in any of the Advanced Training classes
- 3.3. To invoice the County for payment within seven (7) days of graduation. Invoices shall include:
 - 3.3.1. Cadet's Name
 - 3.3.2. Referring Agency
 - 3.3.3. Dates of Training
 - 3.3.4. Total amount invoiced
- 3.4. Invoices will be sent to the County at the following address:
Pinal County Sheriff's Office
Attention: Finance
P.O Box 867
Florence, AZ 85132

4. The Contractor agrees:

- 4.1. To make payment within thirty (30) days from the date of invoice and made payable to the following:

Correctional Officers Training Academy
Attn: Business Administrator
5601 West Trails End Road
Tucson, AZ 85745-9638

5. Special Terms and Conditions:

- 5.1. Term of Agreement This Agreement shall begin when all signatures are affixed and FULLY executed by the ADCRR Procurement Services Office and shall continue for five (5) years.
- 5.2. Termination
 - 5.2.1. This Agreement may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 5.3. Agreement Changes Any changes to this Agreement shall be handled by formal amendment through the ADCRR Procurement Services office signed by both parties.
- 5.4. Unlawful Sexual Conduct
 - 5.4.1. A person – who is employed by the ADCRR or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.
 - 5.4.2. Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.
- 5.5. Federal Prison Rape Elimination Act 2003 The County shall comply with the Federal Prison Rape Elimination Act of 2003, and all applicable standards.
- 5.6. Assignment and Delegation Neither party shall not assign any right nor delegate any duty under this Agreement without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 5.7. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Agreement beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current State Fiscal Year until funds are made available for performance of this Agreement.

- 5.8. Availability of Funds for the Current State Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 5.8.1. Accept a decrease in price offered by the Pinal County Sheriff's Office; or
 - 5.8.2. Cancel the Agreement;
- 5.9. Audit of Record Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, both parties or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.
- 5.10. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.
- 5.11. Non-Discrimination each party shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Each party shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 5.12. Third Party Antitrust Violations Each party assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to either party, toward fulfillment of this Agreement.
- 5.13. Arizona Law The Arizona law applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 5.14. Entire Agreement This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.
- 5.15. Indemnification Each party (as "Indemnitor") agrees to defend, indemnify, 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 bodily injury of any person (including death) or property damage, 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.

- 5.16. **Insurance: Workers' Compensation** Pinal County shall provide Workers' Compensation coverage for their employees participating in the services of this Agreement as provided by statute in the State of Arizona.
- 5.17. **Offshore Performance of Work involving Data is Prohibited** Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 5.18. **E-Verify Requirement** In accordance with A.R.S. § 41-4401, The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A
- 5.19. **Protection of State Cybersecurity Interests** The County shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 5.20. **Notices** All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

Arizona Department of Corrections:

Attn: Kerry Wells, Chief Procurement Officer
701 E. Jefferson St.,
Phoenix, Arizona 85034
Phone: (602) 377-2322
Email: kerry.wells@azdoa.gov

(Pinal County Sheriff's Office)

Attn: Sheriff Mark Lamb
971 Jason Lopez Circle, Building C
Mail: PO Box 867
Florence, Arizona 85132
Phone: (520) 866-5133
Email: mark.lamb@pinalcountyaz.gov

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

Pinal County Board Of Supervisors

Mike Goodman
Chairman, Pinal County Board of Supervisors

Signature of Authorized Individual Date

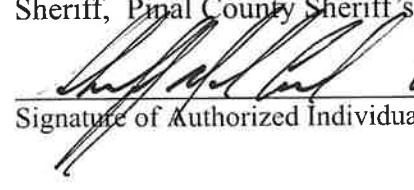
Arizona Department of Corrections

Kerry Wells Officer
Chief Procurement Officer

Signature of Authorized Individual Date

Additional Signatures as Applicable**Pinal County Sheriff's Office**

Mark Lamb
Sheriff, Pinal County Sheriff's Office

 07/24/2024
Signature of Authorized Individual Date

Pinal County Attorney's Office

Name: _____
Title: _____

Signature of Authorized Individual Date

Pinal County Clerk of the Board

Name: _____
Title: _____

Signature of Authorized Individual Date