

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY BY AND THROUGH THE PINAL COUNTY SHERIFF’S OFFICE
AND
THE CITY OF MARICOPA BY AND THROUGH THE MARICOPA POLICE
DEPARTMENT
REGARDING USE OF SHOOTING RANGE**

This Intergovernmental Agreement (“Agreement” or “IGA”) is entered into this _____ day of _____, 2023, (“Effective Date”) by and between Pinal County (“County”) by and through the Pinal County Sheriff’s Office (“PCSO”) and the City of Maricopa, by and through the Maricopa Police Department (“User Agency”). The County and User Agency are sometimes hereafter referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Pinal County and the User Agency are authorized to enter into this IGA pursuant to A.R.S. §§ 11-951 *et seq.*; and

WHEREAS, Pinal County owns the outdoor Shooting Range located at 23911 N Hereseth Rd Florence Az 85132, in Pinal County, Arizona (“Range”) which is managed by PCSO.

WHEREAS, User Agency desires to use the Range and the County agrees to have the User Agency use the Range in accordance with the terms and conditions herein; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE AND INTENT

The purpose of this IGA is to set forth the responsibilities and obligations of the Parties in relation to the County granting the User Agency limited use and access to the Range and to address related legal and administrative matters among the Parties.

II. SCHEDULING

PCSO and User Agency shall maintain open communications between each Party’s designated point of contact [“POC”] (listed in Section VII.A below) to ensure the agreed upon scheduling and performances are provided and maintained throughout the term of this IGA.

III. TERM, AND TERMINATION

This Agreement shall become effective on the Effective Date and shall continue in full force and effect for three (3) years. Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party.

IV. OBLIGATIONS OF THE PARTIES

A. User Agency Obligations.

1. User Agency shall not:
 - a. Store any equipment or materials on the Range without the written authorization of PCSO.
 - b. Alter or modify the Range in any manner without the written authorization of PCSO.
2. User Agency shall notify the PCSO Training Office as soon as practicable of any damaged or malfunctioning equipment.
3. Each User Agency representative is personally responsible for securing the Range in a serviceable condition at the conclusion of each use (i.e. disposal of trash and collection of spent brass).
4. User Agency shall provide the PCSO Training Office with the number of User Agency shooters scheduled to use the Range and the types of weapons to be discharged no later than five (5) days before use of the Range. Failure of User Agency to submit this information will result in immediate suspension of User Agency's Range privileges until the information is received.
5. User Agency shall notify the PCSO Training Office of any cancellation prior to the reservation date.
6. User Agency shall not use the Range without receiving permission from PCSO.
7. While using the Range, User Agency must have an AZ POST certified firearms instructor present at all times.
8. User Agency must be familiar with PCSO's range standard operating procedures (Appendix A) and be in compliance with those standard operating procedures at all times.

B. PCSO Obligations.

1. PCSO will coordinate with User Agency to schedule User Agency shooters to use the Range within PCSO's normal hours of operation. PCSO retains sole discretion to deny any and all requests to use the Range.

V. PAYMENT

For the use of the Range, User Agency will pay PCSO two hundred and fifty dollars (\$250.00) as part of a cost sharing agreement. User Agency shall pay PCSO on a yearly basis and payment is due on July 31st of each year. Failure to submit timely payments will result in immediate suspension of User Agency's Range privileges until the balance is paid in full.

VI. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this IGA.

VI. INDEMNIFICATION

To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall cooperate to the maximum extent possible.

VII. STANDARD TERMS

A. Notices. All notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to User Agency: Chief of Police Mark Goodman
39675 W. Civic Center Plaza South
Maricopa, Arizona 85138
(520) 316-6909

If to PCSO: Chief Deputy
Pinal County Sheriff's Office
971 Jason Lopez Cir., Bldg. C
Florence, Arizona 85132
(520) 866-5159

B. Modification. This IGA shall not be modified or extended, except by a mutually signed written agreement.

C. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.

D. Governing Law and Venue. To the maximum extent possible, terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this IGA shall be brought in an Arizona court in Pinal County.

E. Interparty Dispute Resolution. If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this IGA shall be brought in the Pinal County Superior Court in Florence, Arizona.

- F. Non-assignment.** This IGA has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this IGA, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- G. Entire IGA.** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.
- H. Severability.** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.
- J. Other Duties Imposed by Law.** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. Compliance with Laws and Policies.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- L. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees
- M. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act, including flow down of all provisions and requirements to any subcontractors. In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- N. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this IGA to

ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

- O. No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- P. No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. Headings.** The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- R. Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- S. Uncontrollable Events.** No Party shall be considered to be in default of this IGA if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- T. Counterparts.** This IGA may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has the proper authorization to enter into this Agreement and this Agreement has been executed on the dates and year herein below.

DATE: _____, 2023

DATE: _____, 2023

**PINAL COUNTY
BOARD OF SUPERVISORS**

USER AGENCY

Chairman

Nancy Smith, Mayor

ATTEST:

ATTEST:

Clerk of the Board

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM AND AUTHORITY:

Deputy County Attorney

City Attorney

APPENDIX “A” – PCSO RANGE STANDARD OPERATING PROCEDURES

Range Procedures

Effective August 15 2022

This Standard Operating Procedure contains the following numbered sections:

- I. POLICY
- II. PERSONAL AFFECTED
- III. PROCEDURES
- IV. DEFINITION
- V. GENERAL RULES
- VI. USE BY OUTSIDE AGENCIES

I. POLICY

The Pinal County Sheriff’s Office will provide a safe environment in which to conduct firearms training and qualifications. The policy outlines specific requirements and protocols that govern use of the range facility. Only publicly funded law enforcement agencies may use the range in accordance with the procedures listed below. Any other use of the range will be at the sole discretion of the Pinal County Sheriff’s Office Command Staff and determined on a case by case basis.

II. PERSONNEL AFFECTED

This order affects all firearms instructors, students and agencies utilizing the Pinal County Sheriff’s Office firearms range.

III. PROCEDURES

The Pinal County Sheriff’s Office range is designed to accommodate training and qualifications for handgun, rifle, less lethal and shotgun use. The use of the range facility will be scheduled and controlled by Pinal County Sheriff’s Office Firearms Coordinator.

IV. GENERAL RULES

A. The outdoor range may only be used by sworn members of publicly funded law enforcement organizations, civilian employees of those organizations who are authorized by them to train others in the use of firearms, civilian employees of those organizations who, by the nature of their assignment, are required to qualify with and use firearms, or by special groups pre-approved by the Sheriff or Chief Deputy (e.g.: Sheriff’s Posse)

B. Prior to using the outdoor range, firearms instructors must be briefed by the Pinal County Training Sergeant. The briefing must involve, at a minimum, a review of this order and an orientation tour of the outdoor range. A roster listing instructors that have been briefed will be maintained by the Pinal County Sheriff's Office Firearms Coordinator.

It is a condition of use for outside agencies that an instructor on the list is present while that agency is utilizing the range. Those instructors will be responsible to schedule the range and insure that the range is utilized within the parameters of this policy. In the event an agency fails to comply with this portion of the policy they may be asked to leave the range. This will be reported to the Pinal County Sheriff's Office training sergeant. Future use of the range for the agency may be denied at the discretion of the Sheriff or Chief Deputy.

C. The firearms instructors are responsible for the safety of all personnel who are on the range and shall conduct themselves in a professional manner. While on the firing line, the firearms instructors have authority over all personnel, regardless of rank. Safety is the paramount concern while at the shooting range and all safety procedures will be followed.

D. All range use involving the use of weapons, live firing and dry firing, must be conducted under the direct supervision of a Firearms Instructor who has been authorized to supervise use of the range.

E. Scheduling

1. The Pinal County Sheriff's Office has absolute priority for use of the outdoor range. Other law enforcement agencies within Pinal County have secondary priority for use of the outdoor range. Use of the outdoor range by outside law enforcement agencies shall be on a first come, first served basis.

2. The Pinal County Firearms Coordinator will coordinate all scheduling. Any cancellations of scheduled range dates / times will be communicated to the Firearms Coordinator as soon as possible.

Range Hours of Operation:

Monday through Friday: 0800 - 2000 hours

Saturday: 0800 - 1800 hours

Sunday: Closed

Any request to operate the outdoor range outside the above listed hours must be approved by the Training Sergeant.

F. Access

1. Access to the outdoor range will be coordinated through the Pinal County Firearms Coordinator or training unit. Only authorized firearms instructors whose names are on file with the Pinal County Firearms Coordinator and will be allowed access to the combination for entry.
2. Disseminating the combination to unauthorized personnel may result in the suspension of range privileges.
3. A range user's calendar will be maintained by the Pinal County Firearms Coordinator. The calendar will indicate then name of the instructor that is responsible for the training event, date and hours of range use. The calendar will also list what range or ranges will be used.

G. Operations

1. Upon arrival at the outdoor range and prior to any use the firearms instructor will inspect the facility for safety and general condition. Any deficiencies observed must be reported to the Firearms Coordinator or Training Sergeant
2. Personnel will load or unload weapons only on a range with the muzzle in a safe direction and a berm for a backstop. Firearms instructors will conduct a safety briefing at the onset of any firearms training event. This briefing will include a review of the four cardinal rules of firearms safety. GPS location of the range. Identify location for medical equipment and trauma kit.
3. The red range flag must be utilized and visible whenever firing line operations are taking place on the range. The firearms instructor will be responsible for the displaying of the range flag. Under no circumstances will the firing line be utilized without displaying the red range flag. The range flag does not have to be displayed if the classroom is only being used for instructional purposes.
4. At the conclusion of firing, all brass, debris and trash will be picked up and placed in the proper receptacles.
5. The firearms instructor will inspect all areas and ensure the facility is left clean, in order and secure with problems reported as indicated above.
6. Failure to maintain the facility and comply with reporting requirements can result in the suspension of authorization for a specific firearms instructor to use the range or for a specific agency to have access to the range.

VI. USE BY OUTSIDE AGENCIES

- A. Agencies requesting the use of the Pinal County Sheriff's Office Range will submit a request through email to the Firearms Coordinator. The email should contain the dates requested and a name and phone number for the firearms instructor that will be responsible for the training event.

The request should also contain information on what ranges the agency wishes to use. Once approval is granted, authorization will be given to utilize the range and the event will be posted on the range calendar.

B. All outside municipal, county and state agencies requesting the use of the range will identify, as a lead contact, an employee certified by AZ POST as a firearms instructor. The Pinal County Sheriff's Office may accept an equivalent certification after review.

C. Prior to using the facility, all firearms instructors shall meet with the Pinal County Sheriff's Office Training Sergeant. A copy of this S.O.P and range rules will be disseminated to each firearms instructor. A briefing and tour of the facility will be given after which the firearms instructor will be authorized to schedule and operate the facility. A roster will be maintained of all firearms instructors who have completed the briefing and tour of the facility. This roster will be maintained by the Pinal County Firearms Coordinator.

E. Failure of the participating agency to maintain the facility in a clean, good working order may result in the suspension of range privilege.

F. All user agencies will be required to provide the following equipment for their personnel when utilizing the range facility:

- * Targets
- * Cardboard backers/equivalent backer system
- * 1" x 2" x 6' wooden uprights (2 per target)
- * Eye and ear protection
- * Staple gun and staples
- * Spray Adhesive
- * Ammunition

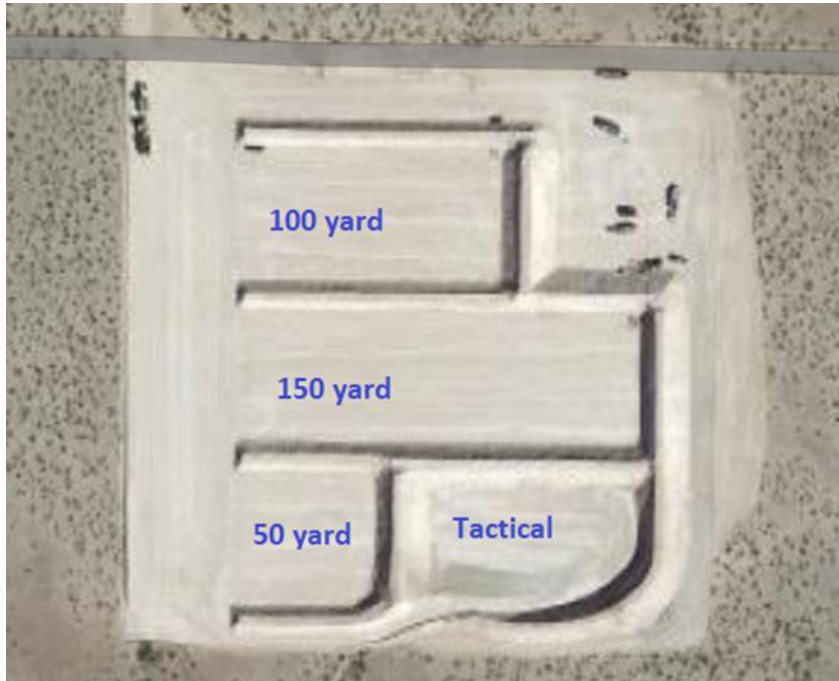
G. Agencies will be allowed to store range equipment (e.g.: targets, backers) inside the storage container at the discretion of the Firearms Coordinator. The equipment is to be kept organized and in the designated area. The equipment cannot interfere with movement within the storage container. Users are not permitted to use equipment or supplies that belong to other users without specific prior arrangements with the owner.

H. The Pinal County Sheriff's Office shooting range is comprised of four separate ranges as seen in the photo below. Entry to the tactical range is by either driving or walking over the southernmost berm. The 50 yard and tactical ranges are to be utilized independent of each other. When one is in use the other one is off limits.

When shooting on the 50 yard range the tactical range gate is to be closed, locked and posted with no access.

When utilizing the tactical range the 50 yard range is to have signs in place that state “range closed tactical range in use “.

When placing targets on the range targets are to be placed as close to the impact berms as is practical and safe for the shooting drill being conducted. This is to be standard practice to reduce the possibility that a bullet will leave the containment of the berms. Primarily all shooting is to be done inside of the berms. Any shooting done outside of the berms will be on a limited basis. This activity will be preapproved at the command level.



I. Access to the range is to be on the designated roadway from Arizona farms road. The gate is to remain closed when not attended. There are cattle grazing on the property around the range and access road. It is the responsibility of the firearms instructors to insure this gate is closed and locked at the conclusion of a training event.

All participating agencies will adhere to the rules and regulations that are set forth in this S.O.P governing the use of the facility. Any person or agency failing to follow the standard operating procedures will be asked to leave the range. Any future use of the range by that person or agency will be determined through the chain of command by the Sheriff or Chief Deputy.