

INTERGOVERNMENTAL AGREEMENT
BETWEEN
COCHISE COUNTY SHERIFF'S OFFICE
AND
SIERRA VISTA POLICE DEPARTMENT
AND
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is made by and between the Cochise County Sheriff's Office, through the Cochise County Board of Supervisors, hereinafter referred to as COUNTY, the City of Sierra Vista Police Department, hereinafter referred to as CITY, and Cochise County Community College District, hereinafter referred to as COLLEGE, each a Party and collectively, the Parties.

Recitals

Whereas, the County Sheriff and the City's Police Department desire to have a locally available, cost effective academy for training new law enforcement recruits so that they may become AZPOST certified; and

Whereas, the College desires to offer educational opportunities for County citizens and others to train them for gainful employment, and to that end desires to collaborate with the Sheriff and the City to establish such an academy.

Agreement

The purpose of this Agreement is to establish the southeastern Arizona law enforcement academy (the "Academy") through partnerships among COUNTY, CITY, and COLLEGE to provide a program for recruits referred to the program by the City Police Department, the County Sheriff, or any other Arizona law enforcement agency or self-sponsored, qualified individuals to obtain necessary training to be successful AZPOST certified law enforcement officers.

1. COUNTY shall provide access to its firing range, defensive tactics room, and related equipment at the Sheriff's facility in Bisbee.
2. COUNTY shall assign one qualified law enforcement officer to serve as the academy sergeant, ensuring delivery of AZPOST approved curriculum. COLLEGE shall reimburse the COUNTY for compensation in the amount of \$40,000 per four-month

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academy. The parties will conduct one academy in FY 2018-19, which will begin on January 14, 2019 and end on May 15, 2019.

3. CITY shall provide access to its Defensive Tactics room in Sierra Vista and related equipment.
4. CITY shall provide one recruit training officer (RTO) to serve as a participant counselor who, among other things, will serve as a liaison with AZPOST and oversee and mentor recruits.
5. COLLEGE shall provide facilities for the instruction and training of participants on the COLLEGE Douglas Campus located at 4190 W Highway 80, Douglas, AZ 85607, including one office, one classroom, access to an equipped fitness center, and an outdoor physical training course.
6. COLLEGE shall provide or arrange for instructors to teach AZPOST approved curriculum for the program.
7. COLLEGE shall provide access to housing for up to 16 participants at no charge with the purchase of a meal plan for the duration of the program at a rate of \$1,750.
8. COLLEGE and COUNTY shall work together to arrange for access to the Bisbee-Douglas International airport for driving skills development.
9. Any law enforcement agency that participates shall pay a rate of \$3,250 per participant to the COLLEGE. This fee shall be paid within 30 days of the program start date.
10. Participants shall be enrolled in a minimum of one credit as a student at the college to provide accident coverage while participating in college provide instruction.
11. The term of this agreement shall be January 14, 2019, through May 15, 2019.
12. In the event that any one of the Parties believes that another has materially breached any obligations under this Agreement, such Party shall so notify the other Parties in writing. The breaching Party shall then have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been affected. If the breach is not cured within the ten (10) working days, the other Parties shall have the right to terminate this Agreement without further notice.
13. This Agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.
14. The Parties to this Agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age, handicap, or veteran status.

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15. The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
16. This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.
17. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO COLLEGE: Dr. Wendy Davis
Vice President for Administration and HR
901 North Colombo Avenue
Sierra Vista, AZ 85635
davisw@cochise.edu
520-515-3623

IF TO COUNTY: Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N Judd Drive
Bisbee, AZ 85603
520-432-9500

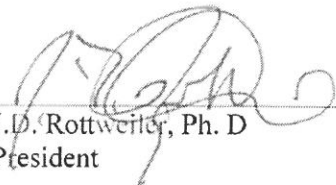
IF TO CITY: Chief Adam Thrasher
Sierra Vista Police Department
911 Coronado Drive
Sierra Vista, AZ 85635
520-458-3311

18. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

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19. In accordance with ARS 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.
20. The Parties do not contemplate joint acquisition of any equipment pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or acquired by COLLEGE for the program shall be retained by COLLEGE, equipment furnished or acquired by COUNTY for the program shall be retained by COUNTY, and equipment furnished or acquired by the City for the program shall be retained by the City.
21. The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator(s) shall be final.
22. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
23. This Agreement may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

COCHISE COLLEGE



J.D. Rottweiler, Ph. D
President
12/14/18
Date

COCHISE COUNTY

Peggy Judd, Chair
Cochise County Board of Supervisors
Date

ATTEST:

Arlethe Rios, Clerk of the Board
Date

COCHISE COUNTY SHERIFF



Mark Dannels, Sheriff
12/10/18
Date

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CITY OF SIERRA VISTA

Frederick W. Mueller, Mayor Date

ATTEST

Jill Adams, City Clerk Date

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: _____
Britt W. Hanson
Chief Civil Deputy County Attorney
Attorney for Cochise County and
Cochise County Community College District

By: _____
Nathan Williams
City Attorney