

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 as 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 Training 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. The County will provide general liability coverage for the use of these facilities; provided, however, that the COLLEGE will provide instructional liability coverage and cause its insurance carrier to name the COUNTY as an additional insured on its policy and will indemnify the COUNTY for any liability arising in connection with instruction at any County facility.
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 overtime associated with the Academy up to \$14,200 per four-month academy. COLLEGE shall provide the assigned sergeant a meal ticket for use during the academy.
3. The Parties anticipate offering two academies in FY 2022-23. The first academy will begin on July 25, 2022 and end on December 9, 2022. The second academy will begin on January 9, 2023 and end on May 25, 2023.

4. CITY shall provide access to its Defensive Tactics room in Sierra Vista and related equipment.
5. CITY shall provide one recruit training officers (RTO) each academy (if possible, based on the CITY's staffing needs) to serve as participant counselors who, among other things, will serve as liaisons with AZPOST and oversee and mentor recruits. COLLEGE shall reimburse the CITY for overtime associated with the Academy up to \$11,800 per four-month academy. COLLEGE shall provide the assigned RTO a meal ticket for use during the academy.
6. 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.
7. COLLEGE shall provide or arrange for instructors to teach AZPOST approved curriculum for the program.
8. COLLEGE shall provide access to on campus 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 \$2,150 for meals Monday through Thursday during the 20-week program.
9. The COUNTY and the CITY will assist the COLLEGE in securing a suitable location for the driving skills development portion of the curriculum. The COLLEGE will indemnify the appropriate entity providing services to support the driving skills development.
10. Any law enforcement agency that participates shall pay a rate of \$127 per credit per participant, plus a \$160 lab fee (\$3970 total) to the COLLEGE. Additionally, a \$2,500 program fee will be charged for each recruit. These fees shall be paid within 30 days of the program start date. The COLLEGE shall waive the tuition and lab fee (not the program fee) for up to three COUNTY and up to three CITY participants per academy.
11. Participants shall be enrolled in a minimum of one credit (30 credits total) as a student at the college to provide accident coverage while participating in COLLEGE provide instruction.
12. The term of this agreement shall be July 25, 2022 through May 26, 2023.
13. 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.

14. This Agreement may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.
15. 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.
16. 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.
17. 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.
18. 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
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

