

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COCHISE COUNTY SHERIFF'S OFFICE
AND
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT**

This Intergovernmental Agreement ("IGA") is made by and between the Cochise County Sheriff's Office, through the Cochise County Board of Supervisors, hereinafter referred to as the COUNTY, and Cochise County Community College District, hereinafter referred to as the COLLEGE, each as Party and collectively, the Parties.

RECITALS

WHEREAS, the COUNTY desires to participate in an emergency simulation lab for training law enforcement officers and new recruits through high-speed simulations; and

WHEREAS, the COLLEGE desires to offer educational opportunities through virtual simulation devices for current law enforcement officers and new recruits to train them for high-speed encounters within a safe virtual environment, and to that end desires to collaborate with the COUNTY to establish such simulation lab.

NOW THEREFORE, the parties agree to the following:

AGREEMENT

The purpose of this IGA is to establish the shared expenses of acquiring, the ownership of, and maintenance of three full-motion police car simulators with integrated instructor stations with touch screen training programs and an AIRMEDICSIM with full-motion integrated instructor station (the "Equipment").

1. The COUNTY shall pay \$125,000 to the COLLEGE for their partnership in the \$320,000 simulation lab purchase from SimLeader and provide the following vehicles for the use of building the simulator:
 - a. 2019 Chevrolet Tahoe, vehicle #667, asset #0086445 has a salvage amount of \$2,000.
 - b. 2014 Chevrolet Tahoe, Vehicle #689, asset #0085483 has a fair Kelley blue book auction value of \$7,385.

- c. 2007 Chevrolet Tahoe, Vehicle #622, asset #0083523 has a fair Kelley blue book auction value of \$3,709.
2. The COLLEGE shall pay \$195,000 of \$320,000 to SimLeader for three police car simulators and one AIRMEDICSIM and cover the costs to remodel the facility that will house the simulators.
3. The COLLEGE shall allow scheduled use of the simulators to the COUNTY for recruits, continuing education, and professional development training through a credit or non-credit course.
4. The COUNTY shall schedule use of the simulators through the COLLEGE for training. Additional training may be scheduled upon request of the COUNTY and approval of the COLLEGE. There are no conditions on the amount of County use, and no minimum or maximum use allowances, if there are openings in the schedule. The COUNTY can evaluate its need for training.
5. The Parties anticipate offering simulator use in FY2024-25 with a start date of July 1, 2024.
6. The COUNTY agrees to make full payment of \$125,000 to the COLLEGE by December 31, 2023.
7. If either of the Parties believes that the other has materially breached any obligations under this IGA, such Party shall so notify the other Party 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 the cure has been affected. If the breach is not cured within the ten (10) working days, the other Party shall have the right to terminate this IGA without further notice.
8. This IGA may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.
9. The COLLEGE agrees to be responsible for performing the maintenance of the Equipment and updating the software in partnership with SimLeader.
10. The initial term of the IGA shall be from _____, 2023, through June 30, 2026. Thereafter, it shall be deemed renewed for successive one-year

terms as of July 1 of each year, unless terminated pursuant to the conditions of this IGA.

11. Either party may request termination of this IGA with a 60-day prior written notice. Should the IGA be terminated, the County will be refunded its proportional share of the \$125,000, subject to a seven (7) year depreciation schedule of the Equipment (\$17,851.15 depreciation per year), minus the County's proportional share (39% = \$125,000/\$320,000) of the upkeep and maintenance costs. In addition, as to the vehicles referenced in Paragraph 1 the County will be refunded \$500 or scrap weight value, whichever amount is higher for each vehicle.
12. The Parties to this IGA 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.
13. The Parties agree that should any part of this IGA be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
14. This IGA shall be subject to and interpreted under the laws of the State of Arizona, and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.
15. All notices, or other correspondence between the Parties regarding this IGA shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO THE COLLEGE: Dr. Wendy Davis
Vice President for Administration
901 N. Colombo Avenue
Sierra Vista, AZ 85635
davisw@cochise.edu
520-515-5408

IF TO THE COUNTY: Sheriff Mark Dannels
Cochise County Sheriff's Office

205 N Judd Drive
Bisbee, AZ 85603
520-432-9500

16. The terms of this IGA 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.
17. In accordance with A.R.S. § 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 (5) years after completion of the IGA.
18. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded 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.
19. Notwithstanding any provision in the IGA to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.
20. The Parties agree that any dispute arising under this IGA involving the sum of \$65,000 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.
21. The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to the Parties employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that any sub-contractor who performs any work for the Parties under this IGA likewise complies with the State and Federal Immigration Laws.

