

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS, REHABILITATION AND REENTRY
701 East Jefferson
Phoenix, Arizona 85034

AGREEMENT

This Agreement is entered into between the **Arizona Department of Corrections, Rehabilitation and Reentry**, herein referred to as ADCRR and the **Cochise County Board of Supervisors**, for and on behalf of the **Cochise County Sheriff's Office**, herein referred to as County, for and on behalf of its **Correctional Officer Training Academy (COTA)**, hereinafter known as the **Department**.

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 agreement, and;

WHEREAS, the County is authorized by Arizona Revised Statutes (A.R.S.) §41-2501(B) and wishes to establish and enter into agreement, and;

THEREFORE, IT IS AGREED the Department 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. The ADCRR agrees:

2.1 To conduct a certified two hundred and forty (**240**) hour, pre-service training academy by a Peace Officer Standards and Training (POST) certified 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

2.1.9 Medical Emergencies, Physical and Mental Health

- 2.2 To prepare jail detention officers for employment in a prison and/or jail setting.
 - 2.2.1 Instructions are supplemented by practical skills application taught during class exercises in the Department prison replica dorm and cells.
- 2.3 To issue a certificate and up to twenty-one (21) hours of college credit through Rio Salado College to candidates upon successful completion of the program.
- 2.4 To the cost of \$985.00 to the County for each candidate per two hundred and forty (240) hours course.
 - 2.4.1 The fee shall be paid in full whether the course is completed or not completed by the candidate.
- 2.5 To the cost for advanced training to the Agreement shall be \$21.50 per day per participant.
 - 2.5.1 A prorated fee for incomplete courses shall apply.
- 2.6 To provide complete usage of its facility and the following amenities including, but not limited to:
 - 2.6.1 Housing
 - 2.6.2 Food
 - 2.6.3 Classroom
 - 2.6.4 Textbooks
 - 2.6.5 Weapon(s) and ammunition for training purposes;
 - 2.6.5.1 Weapons provided by the Department and used by candidates for training shall remain the property of the Department.
- 2.7 To provide staff instructor and certification for Advance Training In-Service classes. The Department will provide the County with available academy dates for the calendar year.
 - 2.7.1 Lodging, Meals, Weapons, and Ammunition **are not** included in any of the Advanced training classes.
- 2.8 To invoice the County for payment within seven (7) days of graduation. Invoices shall include:
 - 2.8.1 Cadet's Name
 - 2.8.2 Referring Agency
 - 2.8.3 Dates of Training
 - 2.8.4 Total amount invoiced

2.9 To send the County's invoices to the following address:

2.9.1 Cochise County Sheriff's Office
Attn: Celina Ybarra, Administrative Manager
205 North Judd Drive
Bisbee, AZ 85603

3. The Cochise County Board of Supervisors agrees:

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

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

1. Term of Agreement

This Contract is expected to commence with the expiration of the current Contract, in effect through February 28, 2023 and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

2. Termination

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.

2.2. If, for any reason, the County shall fail to fulfill, in a proper and timely manner, its' obligations under the terms of this Agreement, the ADCRR shall have the right to terminate this Agreement by providing thirty (30) days advance written notification to the County.

3. Agreement Changes

Any changes or amendments to this Agreement shall be effective only if made in writing and signed by both parties. All such changes or amendments shall be handled by formal amendment through the ADCRR Procurement Services Office.

4. Confidentiality of Records

The County shall establish and maintain procedures and controls, that are acceptable to the ADCRR for the purpose of assuring that no information contained in its records or obtained from the ADCRR or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information should be referred to the ADCRR. The County also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the County as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by the ADCRR.

5. Arbitration

In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

6. Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

6.1. Promoting prison contraband A.R.S. § 13-2505:

- A person, not otherwise authorized by law, commits promoting prison contraband:
- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

6.2. Promoting Prison Contraband is a Class 5 felony.

7. Cancellation

The ADCRR reserves the right to cancel the whole or any part of this Contract due to failure to carry out any obligation, term or condition of this Contract.

8. Unlawful Sexual Conduct

8.1. A person 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, Rehabilitation and Reentry (ADCRR), 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. For the purposes of this subsection, "person" means a person who:

- Is employed by 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 ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.

8.2. This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

8.3. Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

8.4. Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

9. Federal Prison Rape Elimination Act 2003

The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003, and all applicable standards. The Contractor shall adopt and comply fully with the standards of PREA.

10. Assignment and Delegation

Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

11. Non-Availability of Funds

In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Audit of Records
In accordance with A.R.S. § 35-214, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, a party and subcontracted providers shall produce the original of any or all such records.
13. Cancellation for Conflict of Interest
In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
14. Non-Discrimination
In accordance with ARS § 41-1461, et seq, each party shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Each party shall comply with the Americans with Disabilities Act.
15. Third Party Antitrust Violations
Each party assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to either party toward fulfillment of this Agreement.
16. Applicable Law
In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
17. 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.
18. Offshore Performance of Work Prohibited
Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.
19. Government Procurement; E-Verify Requirement A.R.S. §41-4401
In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

20. Notices

All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person, sent by U.S. Postal Service, postage prepaid, by email and addressed to the following individuals:

Arizona Department of Corrections Rehabilitation and Reentry

Procurement Services

Attn: Denel M. Pickering, Chief Procurement Officer

701 East Jefferson

Phoenix, Arizona 85034

Phone: (602) 364-3786

Email: Procurement@azadc.gov

(602) 542-1172 Phone

(602) 364-3790 Fax

Cochise County Board of Supervisors

Cochise County Sheriff's Office

Attn: Celina Ybarra, Administrative Manager

205 North Judd Drive

Bisbee, AZ 85603

Email: CYbarra@cochise.az.gov

(520) 432-9505 Phone

(520) 432-3517 Fax

21. Insurance

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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

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

Cochise County Board of Supervisors
Tax ID# 86-06000398

Arizona Department Corrections,
Rehabilitation, and Reentry

Signature of Authorized Individual

Signature of Authorized Individual

Name: Ann English

Name: Denel M. Pickering

Title: Chairman

Title: Chief Procurement Officer

Date: _____

Date: _____

Additional Signatures as Applicable:

Signature of Authorized Individual

Signature of Authorized Individual

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____