

July 6, 2023

MEMORANDUM TO: Honorable Mayor and City Council
THRU: Charles P. Potucek, City Manager
FROM: Adam D. Thrasher, Chief of Police
SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2023-054, Authorization to proceed with Intergovernmental Agreement between the City of Sierra Vista, the Cochise County Sheriff's Office, and the Cochise County Community College District.

RECOMMENDATION

The City Manager recommends approval.
The Chief of Police recommends approval.

INITIATED BY

Adam D. Thrasher, Chief of Police

BACKGROUND

Cochise County Community College District, the Sierra Vista Police Department and the Cochise County Sheriff's Office are continuing a partnership to operate the Southeastern Arizona Law Enforcement Training Academy (SEALETA) on the Cochise College – Douglas Campus. Council previously authorized this IGA on May 4, 2023, however Cochise College required changes to section 8 regarding campus housing costs for recruits. The Cochise College Governing Board approved the IGA with those changes on May 12, 2023 and requests re-authorization from the city council. Below are the changes from the previously approved IGA:

OLD:

8. COLLEGE shall provide access to on campus housing (fall semester only) for up to 24 participants at a rate of \$800 per participant (plus a \$32 laundry fee) and a meal plan at a rate of \$2,150 for meals Monday through Thursday (a lunch only plan for traveling recruits will be provided at a rate of \$480) during the 20-week program for the duration of the program.

NEW:

8. COLLEGE shall provide access to on campus housing (fall semester only) for up to 24 participants at a rate of \$700 per participant (plus a \$32 laundry fee) and a meal plan at a rate of \$2,280 for meals Monday through Thursday (a lunch only plan for traveling recruits will be provided at a rate of \$760) for the duration of the program.

BUDGET APPROPRIATION

None.

RESOLUTION 2023-054

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ANOTHER PUBLIC AGENCY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COCHISE COUNTY SHERIFF'S OFFICER AND THE COCHISE COUNTY COMMUNITY COLLEGE DISTRICT; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statute 11-952;

WHEREAS, the City of Sierra Vista, the Cochise County Sheriff's Office, and Cochise County Community College District desire to enter into this agreement to enhance law enforcement services by offering a locally available, cost effect, Arizona Peace Officer Standards & Training (AzPOST)-approved law enforcement training academy through the cooperative efforts of all parties; and

WHEREAS, the City of Sierra Vista can meet the terms of the agreement;
and

WHEREAS, the City of Sierra Vista desires to support and enhance law enforcement activities intended to provide AzPOST-approved basic training for new law enforcement officers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista, relating to entering into intergovernmental agreements when in the best interest of the citizens hereby is, reaffirmed.

SECTION 2

An intergovernmental agreement attached and made a part hereof as Attachment A, between the Cochise County Sheriff's Office, the Cochise County Community College District, and the City of Sierra Vista hereby is approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 11th DAY OF July 2023.

CLEA MCCAII
Mayor

ATTEST:

APPROVED AS TO FORM:

JILL ADAMS
City Clerk

NATHAN J. WILLIAMS
City Attorney

PREPARED BY:
ADAM D. THRASHER
Chief of Police

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 Southeast 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.

COUNTY shall provide one recruit training officer (RTO) for each academy (if possible, based on COUNTY's staffing needs) to serve as a participant counselor who, among other duties, shall serve as a liaison with AZPOST and oversee and mentor recruits. COLLEGE shall reimburse the COUNTY for overtime associated with the

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- Academy up to \$11,800 per four-months academy. COLLEGE shall provide the assigned RTO a meal ticket for use during the academy.
3. The Parties anticipate offering two academies in FY 2023-24. The first academy will begin on July 24, 2023 and end on November 30, 2023. The second academy will begin on January 16, 2024 and end on May 23, 2024.
 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 (fall academy) and Sierra Vista Campus located at 901 N Colombo Ave, Sierra Vista, AZ 85635 (spring academy), including one office, one classroom, a DT training space, 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 (fall semester only) for up to 24 participants at a rate of \$700 per participant (plus a \$32 laundry fee) and a meal plan at a rate of \$2,280 for meals Monday through Thursday (a lunch only plan for traveling recruits will be provided at a rate of \$760) for the duration of the 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 \$130 per credit per participant, plus a \$160 lab fee (\$4060 total) to the COLLEGE. These fees shall be paid within 30 days of the program start date. The COLLEGE shall waive the tuition and lab fee (only) 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 24, 2023 through May 31, 2024.

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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
Cochise College Vice President for Administration
901 North Colombo Ave
Sierra Vista, AZ 85635
davisw@cochise.edu
520-515-5408

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

19. 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.
20. 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 years after completion of this Agreement.
21. 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.
22. 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.
23. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to each Party's 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 each contractor or sub-contractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws.
24. This Agreement may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

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COCHISE COLLEGE



J.D. Rottweiler, Ph. D
President

5/12/23
Date

COCHISE COUNTY

Ann English, Chair Date
Cochise County Board of Supervisors

ATTEST:

Tim Mattix, Clerk of the Board Date

COCHISE COUNTY SHERIFF

Mark Dannels, Sheriff Date

CITY OF SIERRA VISTA

Clea McCaa II, Mayor Date

ATTEST

Jill Adams, City Clerk Date

In accordance with A.R.S. § 11-952, undersigned counsel has 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.

DocuSigned by:
By: Christine J. Roberts
Christine J. Roberts
Chief Civil Deputy County Attorney
Attorney for Cochise County and
Cochise County Community College District

By: _____
Nathan Williams
City Attorney
City of Sierra Vista