

Arizona Department of Corrections



JANICE K. BREWER
GOVERNOR

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

October 15, 2012

Cochise County Sheriff's Office
Attn: Mr. Rodney W. Rothrock, Chief Deputy
205 N. Judd Drive
Bisbee, AZ 85603

Re: Agreement No. 130031DC Correctional Officer Certification Training

Dear Chief Deputy Rothrock:

Enclosed for your review and authorized signature is the above referenced Agreement between the Arizona Department of Corrections and the Cochise County Sheriff's Office.

Please obtain authorized signature and return by November 2, 2012 to the address below. Please do not make any changes to the enclosed documents prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Agreement will be sent to you for your records.

If you have any questions, please feel free to contact Janie Terry, Senior Procurement Specialist or me at (602) 542-1172.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leon George".

Leon George
Chief Procurement Officer

LG/jt

Enclosure

cc: Ivan C. Bartos, Commander, Correctional Officer Training Academy
Mel Davis, Business Manager, Correctional Officer Training Academy
Jody J. Sanders, Administrative Manager, Cochise County Sheriff's Office

Procurement Services, 1601 W. Jefferson, Phoenix, Arizona 85007, Mail Code 55302
Fax: 602-364-3790

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson
Phoenix, Arizona 85007

AGREEMENT

This Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §41-1604, et seq. between the **Cochise County Board of Supervisors**, for and on behalf of the **Cochise County Sheriff's Office** hereinafter referred to as the **County**, and the **Director of the Arizona Department of Corrections**, for and on behalf of its **Correctional Officer Training Academy (COTA)**, hereinafter known as the **Department**.

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

COCHISE COUNTY BOARD OF SUPERVISORS
TAX ID # 86-6000398

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual Date
Richard R. Searle

Typed Name
Chairman, Cochise County Board of Supervisors

Typed Title
1415 Melody Lane, Building G
Bisbee, AZ 85603

Address

Signature of Authorized Individual Date
Michael P. Kearns

Typed Name
Division Director, Administrative Services

Typed Title
1601 West Jefferson Street, M/C 328
Phoenix, Arizona 85007

Address

Additional Signatures as Applicable

Signature Date

Typed Name

Typed Title

Signature Date

Typed Name

Typed Title

Prepared by: Janie Terry, Senior Procurement Specialist
Date: October 15, 2012

WHEREAS, the Department is authorized by Arizona Revised Statutes A.R.S. §41-1604, et seq. and §41-2501(B) and wishes to establish and enter into agreement, and;

WHEREAS, the Contractor (County) is authorized by A.R.S. §11-201 (A) (3) and A.R.S. §11-251 and has the need and wishes to enter into an agreement, and;

THEREFORE, IT IS AGREED the Department and the County do hereby agree as follows:

1. Purpose of Agreement

1.1. To provide Correctional Officer Certification Training and Advanced Training to qualified candidates as referred by the County.

2. Description of Services

2.1. The Department will conduct a certified 280 hour, seven (7) week pre-service training academy by certified Peace Officer Standards and Training (POST) Department employees. Training and education will be conducted in (10) core areas:

- 2.1.1. Ethics and Professionalism
- 2.1.2. Inmate Management
- 2.1.3. Legal Issues
- 2.1.4. Communication
- 2.1.5. Officer Safety
- 2.1.6. Applied Skills
- 2.1.7. Security
- 2.1.8. Custody and Control
- 2.1.9. Conflict and Crisis Management
- 2.1.10. Medical and Mental Issues

2.2. Instruction is supplemented by practical skills application taught during class exercises in the COTA prison replica dorm and cells. The Academy prepares jail detention officers for employment in a prison and/or jail setting.

2.3. Upon successful completion of the program, candidates will be issued a certificate and up to twenty one (21) hours of college credit through Rio Salado College.

2.4. The cost for each candidate for the certified 280 hour, seven (7) week course {seven (7) week academy with additional on-line training for an equivalent of a nine (9) week training} to the County shall be \$660.00, not to exceed \$800.00 through the term of this Agreement.

2.5. The cost for advance training to the contract shall be \$21.50 per day per participant. A prorated fee for incomplete courses shall apply.

3. The Department Agrees

3.1. To provide complete usage of its facility, and shall provide the following amenities including, but not limited to: housing, food, classroom, textbooks, weapon(s) and ammunition for training purposes. Weapons provided by COTA and used by candidates for training shall remain the property of COTA.

3.2. To provide staff instructor and certification for Advance Training classes. The Department will provide the contractor with available academy dates for the calendar year.

3.3. To invoice the Contractor for payment within seven (7) days of graduation. Invoices shall include:

3.3.1. Cadet's Name

3.3.2. Referring Agency

3.3.3. Dates of Training

3.3.4. Total amount invoiced

3.4. Invoices will be sent to the County at the following address:

Cochise County Sheriff's Office
Attention: Administrative Manager
205 North Judd Drive
Bisbee, AZ 85603

4. The County Agrees

4.1. To provide all weapons, ammunition and targets to complete the training for Firearms Instructor Certification for their employees sent to training at COTA.

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

Correctional Officers Training Academy
Attn: Business Manager
5601 West Trails End Road
Tucson, Arizona 85745-9638

5. Special Terms and Conditions

5.1 Term of Agreement

5.1.1 This Agreement shall begin when all signatures are affixed and executed by the Department for a period of **two (2) years** thereafter, unless terminated, canceled or extended, as otherwise provided herein.

5.1.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through November 30, 2012.

5.2 Agreement Extension

5.2.1 By mutual written agreement, any resultant Agreement may be extended for supplemental periods of one additional 2 year period and one final 1 year period, up to a maximum of 3 years. The agreement term shall not exceed a total of five (5) years.

5.3 Termination

5.3.1 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.

5.4 Agreement Changes

5.4.1 Any changes to this Agreement shall be handled by formal amendment through the Department, Procurement Services office signed by both parties.

5.5 Unlawful Sexual Conduct

5.5.1 A person - who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail - 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, 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.

5.5.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, 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 the State Department of Corrections or was incarcerated in a city or county jail.

5.5.3 Unlawful sexual conduct with an offender who is under fifteen years of ages 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.

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

5.6 Federal Prison Rape Elimination Act 2003

5.6.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

5.7 Notice Warning

5.7.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition: A.R.S. §13-2501:
A.R.S. §13-2505,
ADC Department Order 708

5.8 Contraband

5.8.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of 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 medication, etc.).

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

5.8.1.1 A person, not otherwise authorized by law, commits promoting contraband;

5.8.1.2 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

5.8.1.3 By knowingly conveying contraband to any persons confined in a correctional facility; or

5.8.1.4 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505,
ADC Department Order 708

5.9 Assignment and Delegation

5.9.1 Neither party shall assign any right nor delegate any duty hereunder without the express, written, prior consent of both parties.

5.10 Non-Availability of Funds

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

5.11 Audit of Records

5.11.1 Pursuant to A.R.S. §35-214 and §35-215, both parties shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce a legible copy of any or all such records.

5.12 Cancellation for Conflict of Interest

5.12.1 Pursuant to A.R.S. §38-511, this Agreement may be cancelled without penalty or further obligation within three (3) years after its execution if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either party is or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or consultant to any other party to this Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

5.13 Non-Discrimination

5.13.1 Pursuant to A.R.S. 41-1461, 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.

5.14 Third Party Antitrust Violations

5.14.1 Each party assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to either party, toward fulfillment of this Agreement.

5.15 Applicable Law

5.15.1 The Arizona law applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

5.16 Arbitration

5.16.1 The parties to this Agreement agree to resolve all disputes arising out of relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

5.17 Entire Agreement

5.17.1 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.

5.18 Indemnification

5.18.1 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 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.

5.18.2 In addition, Cochise County Sheriff's Office shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused,

in whole or in part, by the negligent or willful acts or omissions of Cochise County Sheriff's Office's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

5.19 Offshore Performance of Work Prohibited

5.19.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

5.20 Scrutinized Businesses.

5.20.1 In accordance with A.R.S §35-391 and A.R.S §35-393, the contractor hereby certifies that the contractor does not have scrutinized business in Sudan and Iran.

5.21 Government Procurement; E-Verify Requirement A.R.S. §41-4401

5.21.1 The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

5.21.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the agreement and the contractor may be subject to penalties up to and including termination of the agreement.

5.21.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

5.21.4 The State Agency retains the legal right to inspect the papers of any employee who works on the agreement to ensure that the contractor or subcontractor is complying with the warranty provided herein.

5.22 Notices

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

Arizona Department of Corrections:

Arizona Department of Corrections
Attn: Leon George, Chief Procurement Officer
Procurement Services
1645 West Jefferson, M/C 55302
Phoenix, Arizona 85007
(602) 542-1172 Phone
(602) 364-3790 Fax

Cochise County Sheriff's Office:

Cochise County Sheriff's Office
Attention: Administrative Manager
205 N. Judd Drive
Bisbee, AZ 85603
(520) 432-9505 Phone
(520) 432-3517 Fax