



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/16/2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Peace Officer Standards and Training Board - AZPOST

***Project Title/Description:**

Training Coordinator at AZPOST

***Purpose:**

Assign Lieutenant Heather Lappin as the Training Coordinator at AZPOST.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Perform professional work in the administration of training and development programs including the evaluation of training requirements and programs, development of trainings resources, evaluation of training effectiveness (testing), and ensuring adherence to established training standards.

***Public Benefit:**

To help provide training and related services for Arizona law enforcement agencies.

***Metrics Available to Measure Performance:**

No metrics available.

***Retroactive:**

No.

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TO: COB 8-11-21 (2)
Vers: 01
pgs: 08
Addendum

Contract / Award InformationDocument Type: CTN Department Code: SD Contract Number (i.e., 15-123): 22*017Commencement Date: 08/16/2021 Termination Date: 08/15/2022 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 110,000.00***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Bonnie SchaefferDepartment: Sheriff Telephone: 351-6374Department Director Signature/Date:  8/10/21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date:  8/10/21

(Required for Board Agenda/Addendum Items)



CONTRACT
NO. <u>CTN-SD-2017-017</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.



AZ POST Contract #2021-001

**ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD
CONTRACT**

This Contract is entered into by and between the Arizona Peace Officer Standards and Training Board, hereinafter referred to as "AZ POST" and Pima County on behalf of the Pima County Sheriff's Department, hereinafter referred to as the "Sheriff's Department". The parties hereby agree as follows:

I. Authority:

1. AZ POST is authorized by A.R.S. § 41-1822(D)(2) to provide training and related services to assist Arizona law enforcement agencies to better serve the public and by A.R.S. § 41-1822(D)(3) to enter into contracts to carry out its powers and duties.
2. Pima County is authorized by A.R.S. § 11-201 to enter into contracts to exercise its powers.
3. Both parties are authorized to enter into this Agreement.

II. Services:

- A. The Sheriff's Department agrees to assign Lieutenant Heather Lappin ("Lieutenant Lappin"), an employee of the Sheriff's Department, effective upon execution of this Contract by the parties, as a Training Coordinator at AZ POST for the term of this Contract as set forth below. Lieutenant Lappin shall remain an employee of the Sheriff's Department during her assignment as Training Coordinator at AZ POST, and shall not be an employee of AZ POST or the State of Arizona and shall not be entitled to any rights, privileges, or benefits associated with employment by the State of Arizona.
- B. During her assignment to the position of Training Coordinator at AZ POST, Lieutenant Lappin shall perform the job duties of Training Coordinator as set forth in the position description attached to this Contract as Exhibit A. The parties agree that Lieutenant Lappin shall devote the time necessary to performance of the duties of Training Coordinator as required up to forty (40) hours per week.
- C. Lieutenant Lappin's performance of duties as Training Coordinator at AZ POST shall be subject to the direction and supervision of AZ POST management. While performing the duties of Training Coordinator at AZ POST, Lieutenant Lappin shall be subject to all policies, procedures, directives, and orders applicable to performance of the duties and job functions of an AZ POST Training Coordinator, including applicable codes of conduct. AZ POST shall notify the Sheriff's Department of any conduct or concerns related to Lieutenant Lappin's performance of the duties and expectations of her position as Training Coordinator, and the Sheriff's Department will take appropriate action in response to such reports.

- D. The Parties acknowledge and agree that Lieutenant Lappin's assignment to and satisfactory performance of the duties of AZ POST Training Coordinator are a material term of this Contract, and that failure of such term shall constitute cause for immediate termination of this Contract along with all other appropriate remedies.

III. Duration:

- A. The term of this Contract shall begin when all signatures are affixed and this agreement is executed by the Pima County Board of Supervisors. This Contract shall be in force for a period of twelve (12) months thereafter, unless terminated, cancelled, or extended, as otherwise provided herein.
- B. By mutual written agreement, this Contract may be extended up to a maximum of 72 months.

IV. Compensation and Payment:

- A. AZ POST shall reimburse the Sheriff's Department for Lieutenant Lappin's services as provided under this Contract in an amount not to exceed \$110,000.00 (ONE HUNDRED TEN THOUSAND DOLLARS) per year. Reimbursement payments as set forth in this Paragraph shall be made every four weeks beginning four weeks after Lt. Lappin begins her assignment under this Contract.
- B. On a bi-weekly basis beginning two weeks after Lt. Lappin begins her assignment, AZ POST shall submit an invoice to the Sheriff's Department reflecting Lieutenant Lappin's hours worked under the terms of this Contract. The parties acknowledge and agree that the hours reported on the invoices submitted under this Paragraph shall be derived from time cards completed and certified by Lieutenant Lappin. AZ POST does not and will not make any warranties or representations concerning the time reported by Lieutenant Lappin. The Sheriff's Department shall be solely responsible for obtaining and maintaining any and all records necessary for compliance with any laws, statutes, regulations, or requirements pertaining to employee time and compensation.
- C. The Sheriff's Department shall remain solely responsible for compensation, payment of wages, and administration of employee benefits to Lieutenant Lappin during the term of this Contract. The parties acknowledge and agree that AZ POST shall have no participation, authority, or responsibility with regards to calculation, determination, or administration of compensation or benefits with respect to Lieutenant Lappin, in connection with her performance of duties as set forth in this Agreement. The Sheriff's Department agrees to indemnify and hold harmless AZ POST (including its officers, agents, employees, and representatives) from any lawsuits, actions, enforcement proceedings, litigation, or other form of liability, including attorneys' fees and costs, in connection with calculation, determination, or administration of compensation or benefits to Lieutenant Lappin in connection with this Contract.

V. Special Terms and Conditions:

A. Termination

Subject to Paragraph II.D. of this Contract, this Contract 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.

B. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the party receives written notice of the cancellation unless the notice specifies a later time.

C. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona and applicable U.S. laws.

D. Arbitration

In accordance with A.R.S. § 12-1518, the parties 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.

E. Contract Assignment

The parties may not assign, transfer, or convey any of their rights or obligations under this Contract without the written permission of the other party to this Contract.

F. No Agency Relieved of Duty

Nothing in the agreement shall be construed to relieve the Sheriff's Department or AZPOST of any obligation or responsibility imposed on it by law.

G. Audit of Records

Pursuant to A.R.S. § 35-214, the AZPOST and the Sheriff's Department shall retain and shall require their officers, employees, agents, and representatives to retain all data, books, and other records ("records") relating to this Contract 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.

H. Non-Discrimination

In accordance with A.R.S. § 41-1461, the parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. The Parties agree to comply with all relevant state and Federal laws and policies regarding nondiscrimination.

I. Electronic and Information Technology

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

J. E-Verify Requirements

In Accordance with A.R.S. § 41-4401, the parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

K. Third Party Claims

This Contract is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

L. Withholding, Taxes, Benefits, and Insurance.

The parties agree that the Sheriff's Department is solely responsible for withholding, accruing, and paying all income taxes, payroll taxes, social security, and other taxes, withholding, and amounts required by law in connection with the services rendered under this Contract. The Sheriff's Department shall be responsible for all workers' compensation insurance, unemployment insurance, retirement contributions, and other benefits required by law and/or promised to Lieutenant Lappin, if any, arising out of or related to this Contract. The parties agree that A.R.S. § 23-1022 controls concerning workers compensation coverage and that the Sheriff's Department constitutes Lieutenant Lappin's primary employer.

M. Indemnification

Subject to Paragraphs V.M, IV.B, and IV.C above, each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) 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 Indemnatee 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 is self-insured per A.R.S. § 41-621.

N. Notices

Any notices required to be made pursuant to this Contract shall be made in writing and addressed as follows:

Arizona Peace Officer Standards and Training Board

Attn: Matt Giordano
Executive Director
2643 East University Drive
Phoenix, Arizona 85034
Email: MattG@azpost.gov
Phone: (602) 774-9350

Pima County Sheriff's Department

Attn: Chris Nanos
Sheriff
1750 East Benson Highway
Tucson, AZ 85714
Email: Chris.Nanos@sheriff.pima.gov
Phone: (520) 351-4600

Or to such other address as either party may from time to time specify in writing to the other party.

For PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date

[Signature]
Deputy County Attorney
APPROVED AS TO FORM

8/10/21
Date

[Signature]
Chris Nanos, Sheriff

AUGUST 10, 2021
Date

For the ARIZONA PEACE OFFICER STANDARDS AND TRAINING BOARD

[Signature]
Matt Giordano
Executive Director

[Signature]
Mark Brachtl
Assistant Attorney General

APPROVED AS TO FORM

August 9, 2021
Date

8-9-21
Date



ARIZONA LAW ENFORCEMENT MERIT SYSTEM COUNCIL
POSITION CLASSIFICATION SPECIFICATION

AZ POST TRAINING COMPLIANCE SPECIALIST –
Class Code 5834

SUMMARY STATEMENT:

Performs professional work in the administration of training and development programs including the evaluation of training requirements and programs, development of training resources, evaluation of training effectiveness (testing), and ensuring adherence to established training standards. Performs related duties as assigned. This is a competitive classification.

ESSENTIAL FUNCTIONS (not intended to be all inclusive):

1. Participates in the ongoing life cycle of AZ POST testing mechanisms to ensure tests and testing tools are always relevant.
2. Administers the AZ POST Comprehensive Final Exam and Waiver Exam to persons applying to the board for certification.
3. Monitors the testing process to ensure test integrity is not compromised.
4. Determines eligibility to waive basic training requirements for peace officers trained outside the state prior to certification.
5. Identifies, develops, and monitors the use of subject matter experts to provide curricular and instructional content of training courses and for the purpose of crafting and evaluating test questions for the Comprehensive Final Exam/Waiver Exam.
6. Conducts regular inspections of facilities offering instruction in the AZ POST Basic Training Curriculum (Police Academies) to ensure compliance with AZ POST rules as defined.
7. Evaluates submitted documents from academies to ensure compliance with AZ POST rules as defined.
8. Prepares documentation or reports for management on the effectiveness of course instructors, training methodologies, quality of course content, program delivery, statistical data, or audit results of academy inspections.
9. Conducts regular inspections of a certification holder's training records to ensure compliance with AZ POST rules as defined.
10. Coordinates with compliance specialist personnel to promote proper program documentation and record keeping for all agencies approved and required training.
11. Develops, modifies, and updates program curriculum and/or content and materials.
12. Develops program performance and learning objectives to provide a standard against which program content/curriculum and delivery may be measured for effectiveness of training.
13. Evaluates courses, instructors, materials, delivery, and content organization to determine eligibility for the awarding of AZ POST training credit hours.
14. Briefs management on existing and proposed training programs to ensure the expectations and the needs of the agency are met.
15. Researches, analyzes, interprets, and reviews regulations, laws, policies, and procedures applicable to program assignment to determine conflicts and ensure compliance.
16. Remains current in job specific procedures through professional development courses and organizations, or training networks.
17. Maintains, sets up, and troubleshoots computerized testing equipment including: computers, tablets, smart phones, printers, and other Cellular Devices such as hot spot routers.

18. Serves as the primary liaison between AZ POST and contracted testing software and hardware vendors.

KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE OF:

1. program and project management techniques.
2. learning theories and principles as applied to adult training.
3. training and instructional strategies and methodologies.
4. the principles of group dynamics and human behavior.
5. problem solving techniques.
6. report-writing techniques to produce analytical reports and written materials having high organizational impact in appropriate format.
7. the functions, features, and potential applications of electronic systems for the delivery of training and testing programs.
8. public relations principles as they relate to the public sector.
9. high risk/liability issues inherent in law enforcement training.
10. law enforcement methods and procedures related to patrol, traffic control, investigation, identification, communication, administration, and support functions.
11. wireless computing equipment including: computers, tablets, smart phones, printers, and other Cellular Devices such as mobile hot spots.

SKILL IN:

1. formulating concepts and developing strategies and solutions for training and testing.
2. making oral presentations to groups.
3. the rules of English grammar and composition.
4. the use of computer keyboard devices.
5. the use of computer software programs.
6. assisting persons with using a typical web browser to access cloud based content.

ABILITY TO:

1. effectively communicate, both orally and in writing, with all levels of contacts.
2. establish and maintain effective working relationships with those contacted in the course of assignment.
3. organize, prioritize, and perform multiple tasks concurrently.
4. exercise sound judgment in safeguarding confidential or sensitive information.
5. independently make decisions and take appropriate action.
6. describe complex ideas in understandable, usable ways.
7. convert ideas and concepts into an effective combination of audio and visual impressions.
8. use modern office and training equipment to perform complex office and training tasks.
9. conduct research, gather information, and analyze a variety of data.

ADDITIONAL REQUIREMENTS:

Statewide travel will be required to perform certain work functions.

Must possess a valid Arizona driver license by the date of hire.

WORKING CONDITIONS/PHYSICAL REQUIREMENTS:

Office setting.

MINIMUM QUALIFICATIONS:

Requires a Bachelor's degree from an accredited college or university with a major in business or public administration, education, or social or behavioral science and three (3) years of experience as a certified Officer or five (5) years of non-certified experience working in a Law Enforcement Agency, preferably in an

area with exposure to police training operations. A Master's degree in business or public administration, education, or social or behavioral science may substitute for two (2) years of the required experience.

OR

Five (5) years of experience as a certified Officer or seven (7) years of non-certified experience working in a Law Enforcement Agency may be substituted for a Bachelor's degree.

Progression to the next step requires an overall performance rating of at least "Standard" in the last 12 months.

Must successfully complete the examination process.

FLSA Status: Non-Exempt

APPROVED: _____ DATE: _____

EFFECTIVE DATE: January 26, 2016

Classification Established: January 26, 2016

Revision Date(s):

Doc # 9715912