

**AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF YUMA, ARIZONA WESTERN COLLEGE, AND THE YUMA  
COUNTY SHERIFF'S OFFICE  
FOR  
AWC LAW ENFORCEMENT TRAINING ACADEMY FACILITY**

This Amendment is to the Intergovernmental Agreement ("Agreement") which was entered into on February 25, 2019, between ARIZONA WESTERN COLLEGE (the "College" or "AWC"), the CITY OF YUMA, through the Yuma Police Department (the "City" or "YPD"), and YUMA COUNTY, through the Yuma County Sheriff's Office (the "County" or "YCSO"), YPD, and YCSO are referred to herein as the "User Agencies" and collectively with AWC as the "Parties".

**RECITALS**

WHEREAS, the City owns the facility known as the Padres Complex at the Yuma Civic and Convention Center located at 1440 W. Desert Hills Dr., being dedicated for AWC Law Enforcement Training Academy Facility (the "AWC LETAF"); and

WHEREAS, User Agencies and AWC want to use the City's facility to provide the instruction for AWC full time Law Enforcement Training Academy.

**NOW THEREFORE**, the parties hereto agree to amend Agreement only as follows:

- I.** Remove the subsections 1 and 2 of APPENDIX B: Fees in its entirety and replace with:
  - a. Fees per cadet for registration into the AWC LETAF is \$1,000, per cadet, with the understanding that any money provided by AZ POST will be paid to the College, which is expected to be \$2500 per cadet for allocation funding. In the event that AZ POST does not fund a cadet, it will be the User Agency's responsibility to pay the College the allocation funding plus the registration fee.
  - b. There will be no minimum number of enrollments for College to run the academy. The College will make every reasonable effort to start an academy but instances of enrollment being too low may lead to a start delay so Agencies may enroll more cadets.
- II.** All other terms of Agreement shall remain constant. Should any portion of Agreement conflict with this Amendment, the terms of this Amendment shall supersede the conflicted area of Agreement. These changes shall be effective as of February 28, 2020, for so long as Agreement is valid and enforceable.

*[Signatures on the Next Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

**CITY OF YUMA**

**ARIZONA WESTERN COLLEGE**

\_\_\_\_\_  
Philip Rodriguez  
City Administrator

\_\_\_\_\_  
Shahrooz Roohparvar  
VP for Finance & Administrative Services

\_\_\_\_\_  
Susan Smith,  
Chief of Police

**YUMA COUNTY**

\_\_\_\_\_  
Leon Wilmot  
Sherriff

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**ARIZONA WESTERN COLLEGE**

**YUMA COUNTY**

\_\_\_\_\_  
Attorney/Legal Representative

\_\_\_\_\_  
Attorney/Legal Representative

**CITY OF YUMA**

\_\_\_\_\_  
Attorney/Legal Representative