

Cochise County Sheriff's Office  
AZ DPS IGA Border Strike Force/SABRE Contracts # 2015-050/2018-098/2018-098-A1  
570-3000-3400  
IGA/Grant Management Procedures

## **Overview and History**

The State of Arizona through the Department of Public Safety and the CCSO have entered into a Intergovernmental Agreement (IGA) 2015-050 9/2015 Southeastern Arizona Border Region Enforcement Unit (SABRE) with three (3) AZ Post Certified Officers and the second 2018-098 (original 2016-107) SABRE/Border Strike Force (BSF), which is our Street Crimes Unit, implemented in 2016, is six (6) AZ Post Certified Officers, the 6<sup>th</sup> position 2018-098-A1 approved in November 2019 . The two IGAs represent nine (9) positions we can assign to the Border Strike Force Team. The purpose of these agreements is to enhance law enforcement services concerning criminal activities of criminal syndicates, human smuggling, drug smuggling organizations, street gangs and transnational threats related to the US/Mexico border within Cochise County.

The funds received for the above services by general fund positions are going into Fund 570 and this was approved by the County Board of Supervisors and County Finance agreed the wages could be spent on backfilling of newly hired recruits. This made a clean accounting of how we are spending the reimbursed funds. The balance has grown due to the fact we never had enough qualified applicants to backfill until 2019.

## **Grant Deadlines**

The State and DPS IGAs automatically renew for the current fiscal year and all terms and conditions remain in effect, unless otherwise notified.

## **Reimbursement/Reporting Requirements**

DPS agrees to reimburse CCSO monthly invoices for 75% of payroll expenses of the officers related to the SABRE/BSF assignment. CCSO is required to submit the DPS Employee Information sheet to DPS; once approved; the officer himself fills out the DPS HRIS Supplemental Information Form, which goes to DPS Human Resources. The officer then received a DPS badge number. CCSO is required to wait a period of 60 days from the time we submit the required documentation and employee is approved by DPS, until we invoice and receive reimbursement. The officers complete a weekly DPS timesheet, which is approved by their supervisor and given to CSSO Finance. Every four weeks we email the weekly timesheets to Maggie Morts [mmorts@AZDPS.GOV](mailto:mmorts@AZDPS.GOV) for approval by DPS Commander Benjamin Buller. The approved timesheets are then emailed back. We then invoice on the hours approved. This is 75% of the officer's regular wages which includes holiday, vacation, sick, and comp time taken; and employer related expenses. We prepare the DPS invoice/attachment for each officer and print on CCSO letterhead. Email the

invoice/attachment/ADP report that provides documentation for hours paid in the time period to designated DPS representatives:

As of 6/1/2020:

DPS additions/transfers/HRIS Forms:

When a task force member is transferring out, let Lara House (lhouse@azdps.gov) know. Once DPS receives notice (an email should be fine) DPS will submit a Position/Personnel Action Request for approval, which will remove the individual and free up the position for someone else. Please copy Tirzah Fiore (tfiore@azdps.gov) so she is aware of the move, as well as Sgt Felipe Solis (fsolis@azdps.gov). Sgt. Solis is our Admin Sergeant and he can initiate these documents if Lara is unavailable.

Contact Theresa Duplisse (in HR) (tduplisse@azdps.gov) directly for a badge number. She will have that information sooner than we do as they will assign a badge number as soon as the HRIS information has been processed.

After the minimum 60-day notice on any personnel changes the billing reimbursement begins. The monthly invoices/attachments/timesheets are emailed to the following:

SABRE invoices to Kathy Fink [kfink@AZDPS.GOV](mailto:kfink@AZDPS.GOV)

Border Strike Force invoices to Tirzah Fiore [tfiore@AZDPS.GOV](mailto:tfiore@AZDPS.GOV)

### **Grant Document Files**

All records for officers' time accounting logs must be retained for five years. That file will be kept in the CCSO Finance office and/or file storage area per A.R.S. 35-214, Entitled Inspection and Audit of Contract Provisions.

### **Attachments**

Copy of IGA 2015-050

Copy of IGA 2018-098

Copy of IGA 2018-098-A1



**ARIZONA DEPARTMENT OF PUBLIC SAFETY**  
2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602)223-2000

*"Courteous Vigilance"*

FRANK L. MILSTEAD  
Director

June 13, 2018

Mark J. Dannels, Sheriff  
Cochise County Sheriff's Office  
203 N. Judd Drive  
MP 345, Highway 80  
Bisbee, AZ 85603

RE: FY 2019 CONTINUANCE NOTIFICATION – AZDPS CONTRACT 2015-050  
SOUTHEAST ARIZONA BORDER REGION ENFORCEMENT UNIT (SABRE)

Dear Sheriff Dannels,

I am pleased to issue this letter which serves as our notification of approved GIITEM funding for FY2019. Pursuant to provisions in the above referenced Intergovernmental Agreement (IGA), the agreement automatically renews for the current fiscal year (July 1, 2018 – June 30, 2019), and all terms and conditions remain in effect.

I am excited for the coming year and look forward to the new successes we are certain to experience as our agencies jointly combat criminal organizations, and ultimately provide a safer environment for the citizens of Arizona.

If we can be of assistance, please contact Major Jack Johnson at (520) 746-4661 or email at JJohnsonJr@azdps.gov.

Sincerely,

Bill Beck, Major  
Chief of Staff  
Criminal Investigations Division

wjf

**RECEIVED**  
JUN 20 2018  
BY: \_\_\_\_\_

A.G. CONTRACT NO. 2015-002762

DPS CONTRACT NO: 2015-050

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION  
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office ("CCSO").

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO – Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

Utilizing Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," funds, DPS agrees to partially fund three (3) fulltime CCSO SABRE sworn officers; one (1) sergeant and two (2) deputies. Additionally, DPS agrees to assign two (2) DPS officers to SABRE/GIITEM on a fulltime basis and they will report to the CCSO SABRE Sergeant. CCSO agrees to assign the aforementioned one (1) CCSO SABRE sergeant and two (2) CCSO SABRE deputies who are to be AZ P.O.S.T. certified sworn law enforcement officers, hereinafter referred to as "officers", to DPS and GIITEM, on a full-time basis for such assignments within the purposes of this IGA. CCSO agrees assigned personnel will comply with CCSO residency requirements; Arizona resident residing in Cochise County. DPS and CCSO agree the three (3) CCSO SABRE officers and two (2) DPS GIITEM officers will be assigned to SABRE/GIITEM on a fulltime basis to perform the mission of SABRE/GIITEM, as directed by CCSO, and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

CCSO agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

**II. REIMBURSEMENT**

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workers compensation and social security at established rates, vacation and sick leave taken while working SABRE/GIITEM.

Overtime compensation will be for SABRE/GIITEM related activities only. There must be a minimum of 40 hours of SABRE/GIITEM related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers in an amount not to exceed eight (8) hours per month.

Notwithstanding these limitations, DPS may reimburse for overtime hours on SABRE/GIITEM related work without contacting CCSO if DPS determines additional funding is available.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an ongoing investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officers reporting to GIITEM, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse CCSO for salary raises or modifications to base salaries, unless CCSO submits such modification to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS by the 15<sup>th</sup> of each month a report of the previous month's SABRE/GIITEM enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. IMMIGRATION**

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

### **IV. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **V. INDEMNIFICATION**

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, agents, employees, or volunteers.

#### **VI. DRUG FREE WORKPLACE**

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officers who undergo testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

#### **VII. RECORDKEEPING**

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

#### **VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

#### **IX. JURISDICTION**

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

#### **X. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

#### **XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

#### **XII. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

#### **XIII. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30<sup>th</sup>, 2016. Thereafter, the duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed five (5) years from July 1<sup>st</sup>, 2015.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and CCSO regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

#### **XIV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### **XV. CANCELLATION**

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

#### **XVI. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 3700  
Phoenix, Arizona 85005-6638


Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, Arizona 85603

#### **XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.


The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY:   
Colonel Frank L. Milstead, Director  
Arizona Department of Public Safety


DATE: 9-23-2015

APPROVED AS TO FORM:

  
Assistant Attorney General

DATE: 9/18/15

**COCHISE COUNTY SHERIFF'S OFFICE**

BY:   
Mark J. Dannels, Sheriff

DATE: 07/17/15

APPROVED AS TO FORM:

  
County Attorney, Lauri Owen

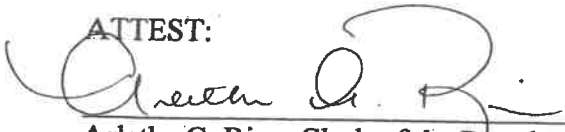
DATE: 7/19/15

**COCHISE COUNTY BOARD OF SUPERVISORS**

BY:   
Pat Call, Chairman of the Board

DATE: 8-11-15

ATTEST:

  
Arlethe G. Rios, Clerk of the Board

DATE: 8/11/15



**ARIZONA DEPARTMENT OF PUBLIC SAFETY**  
2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602)223-2000

*"Courteous Vigilance"*

**DOUGLAS A. DUCEY** **FRANK L. MILSTEAD**  
Governor Director

November 5, 2019

Mark Dannels, Sheriff  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, Arizona 85603

RE: FY 2020 CONTINUANCE NOTIFICATION – AZDPS CONTRACT 2018-098 Border Strike Force Bureau.

Dear Sheriff Dannels,

I am pleased to issue this letter which serves as our notification of approved Border Strike Force funding for FY2020. Pursuant to provisions in the above referenced Intergovernmental Agreement (IGA), the agreement automatically renews for the current fiscal year (July 1, 2019 – June 30, 2020) and all terms and conditions remain in effect.

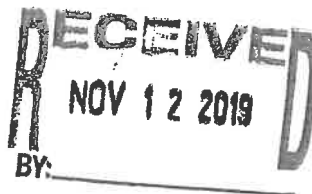
I am excited for the coming year and look forward to the new successes we are certain to experience as our agencies jointly combat criminal organizations, and ultimately provide a safer environment for the citizens of Arizona.

If we can be of assistance, please contact me at (602) 223-2864 or email at [JBarcello@azdps.gov](mailto:JBarcello@azdps.gov).

Sincerely,

A handwritten signature in cursive script that reads "John Barcello".

John Barcello, Captain  
Chief of Staff  
Criminal Investigations Division



tlf

**Servia, Rea Anne**

---

**From:** Dee Strickland <DStrickland@AZDPS.GOV>  
**Sent:** Tuesday, November 26, 2019 9:12 AM  
**To:** Servia, Rea Anne  
**Subject:** RE: FY2020 Continuance Notification AZDPS Contract 2018-098

**CAUTION: EXTERNAL EMAIL\***

Thank you so very much. Appreciate your help.

Deidra "Dee" Strickland  
Budget Supervisor  
Criminal Investigations  
Arizona Department of Public Safety  
[dstrickland@azdps.gov](mailto:dstrickland@azdps.gov)  
Desk 602-223-2333

**Hours: Mon-Thur 7am – 5pm**

**From:** Servia, Rea Anne <RServia@cochise.az.gov>  
**Sent:** Tuesday, November 26, 2019 9:11 AM  
**To:** Dee Strickland <DStrickland@AZDPS.GOV>  
**Subject:** FY2020 Continuance Notification AZDPS Contract 2018-098

*Good Morning Again, Dee Strickland!*

*Per your request...*

*If you need anything ever... just call me ☺*

*Happy Thanksgiving!*

Rea Anne Servia,  
Administrative Manager  
Cochise County Sheriff's Office  
520.432.9515

This E-mail is from an **EXTERNAL** address. **DO NOT** click on links or open attachments unless you trust the sender and know the content is safe. If you suspect this message to be phishing, please report it using the Phish Alert Button at the top of the email, or forward to [cochise.az.gov@missedspam.com](mailto:cochise.az.gov@missedspam.com) or contact IT support at 520-432-8301.



DOUGLAS A. DUCEY Governor  
FRANK L. MILSTEAD Director

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**  
2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

August 30, 2019

Sheriff Mark Dannels  
Cochise County Sheriff's Department  
205 North Judd Drive  
Bisbee, Arizona 85603

RE: IGA between the Cochise County Sheriff's Department and the Arizona Department of Public Safety, SABRE Border Strike Force, Amendment #2018-098-A1,

Dear Sheriff Dannels,

Attached for review and signature are two (s) originals of the above referenced Intergovernmental Agreement (IGA). Please sign each of the agreements and return one original to the following address for our records:

Criminal Investigations Division  
Attn: Capt. J. Barcello  
Arizona Department of Public Safety  
PO Box 6638, MD 1350  
Phoenix, AZ 85005-6638

Please contact our office at 602-223-2433 with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "John D. Barcello".

Captain John Barcello  
Chief of Staff  
Criminal Investigations Division

/cjh

Enclosures

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
REGARDING  
BORDER STRIKE FORCE BUREAU**

The Department of Public Safety ("DPS") and the Cochise County Sheriff's Office ("CCSO") agree to amend Paragraph I of the Intergovernmental Agreement Regarding Border Strike Force Bureau, which was entered into and effective on October 23, 2018, as follows.

**I. PARTICIPATION**

Utilizing Border Strike Force Bureau ("BSFB") funds, DPS agrees to partially fund six (6) full-time CCSO sworn officers (deputies). DPS and CCSO agree the six (6) CCSO officers will be assigned to SABRE/BSFB on a full-time basis to perform the mission of SABRE/BSFB, as directed by CCSO and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

**All other provisions of this agreement shall remain in their entirety.**

STATE OF ARIZONA

COCHISE COUNTY SHERIFF'S OFFICE

By:   
Col. Frank L. Milstead, Director  
Department of Public Safety

By:   
Mark J. Dannels, Sheriff

Date: 8/22/19

Date: 9/9/19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Assistant Attorney General

  
County Attorney

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
BORDER STRIKE FORCE BUREAU**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Cochise County Sheriff's Office ("CCSO").

The purpose of the Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through the cooperative efforts of DPS and the CCSO - Southeast Arizona Border Region Enforcement Unit, hereinafter referred to as "SABRE".

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. CCSO is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

Utilizing Border Strike force Bureau, hereinafter referred to as "BSFB", funds, DPS agrees to partially fund five (5) full-time CCSO sworn officers (deputies). DPS and CCSO agree, the five (5) CCSO officers will be assigned to SABRE/BSFB on a full-time basis to perform the mission of SABRE/BSFB, as directed by CCSO and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

**II. REIMBURSEMENT**

DPS agrees to reimburse CCSO on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers related to this assignment, including salary, shift pay, benefits (which accrue during the time of the IGA) and employee related expenses to include employer's workers compensation and social security at established rate, vacation and sick leave taken while working SABRE/BSFB.

Overtime compensation will be for SABRE/BSFB related joint operations only. There must be a minimum of 40 hours of SABRE/BSFB related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse CCSO for overtime compensation to its officers based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. CCSO will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding

the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county or entity.

Prior to the officers reporting to BSFB, CCSO agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. As part of this agreement, if monies are available, DPS will fund salary raises or modifications to salaries provided CCSO submits such modifications to DPS at least 60 days prior to the effective date of such modification.

CCSO agrees to provide to DPS, by the 15<sup>th</sup> of each month, a report of the previous month's SABRE.BSFB enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers by DPS under employee travel guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. IMMIGRATION**

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

### **IV. NON-DISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **V. INDEMNIFICATION**

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 (including death) of any person 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, agents, employees, or volunteers.

### **VI. DRUG FREE WORKPLACE**

Any officers assigned to BSFB will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her agency's guidelines. If the agency does not have a drug free program, the officers will be required to submit to testing pursuant to the DPS Drug Free Workplace program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS932-02056. DPS shall not charge any fee or cost to the agency for any assigned officers who undergo testing. Officers may be removed from BSFB for failure to comply with the program or for failure to pass a DPS drug screening requirement.

**VII. RECORDKEEPING**

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

**VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

**IX. JURISDICTION**

CCSO agrees to permit their officers to work outside of their regular jurisdictional boundaries.

**X. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

**XI. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. §23-1022D., for the purposes of Worker's Compensation coverage, CCSO officers covered by the IGA shall be deemed to be employees of both agencies. CCSO, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to BSFB.

**XII. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

**XIII. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30, 2019. Thereafter, the duration of this IGA shall be the fiscal year, July 1<sup>st</sup> through June 10<sup>th</sup>, and shall renew annually on July 1<sup>st</sup> for a period of time not to exceed 10 years from July 1, 2018.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancellation of the IGA.

**XIV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS 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 the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XV. CANCELLATION**

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

**XVI. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

Major Jason Yeager  
Arizona Department of Public Safety  
P.O. Box 6638, Mail Drop 1350  
Phoenix, Arizona 85005-6638

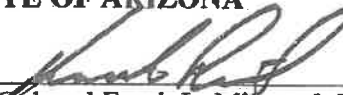
Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, Arizona 85603

**XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provision shall not be affected.

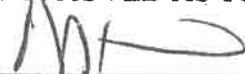
The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY:   
Colonel Frank L. Milstead, Director  
Arizona Department of Public Safety

DATE: 10/4/18

**APPROVED AS TO FORM:**

  
Assistant Attorney General


DATE: 9/27/18

**COCHISE COUNTY SHERIFF'S OFFICE**

BY:   
Mark J. Dannels, Sheriff

DATE: 10/18/18

**APPROVED AS TO FORM:**

  
County Attorney

DATE: 10/23/18

**COCHISE COUNTY BOARD OF SUPERVISORS**

BY: *Peggy Judd*  
Ms. Peggy Judd, Chair

DATE: 12-18-18

ATTEST:

*Kim Lemon*  
for Arlethe G. Rios, Clerk of the Board

DATE: 12/18/18

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/11/2016

IGA Border Strike Force

**Submitted By:** Tom Alinen, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation **Recommendation:** Approve

**Document Signatures:** BOS Signature **# of ORIGINALS** 2

Required **Submitted for Signature:**

**NAME** Thad Smith **TITLE** Chief Deputy

**of PRESENTER:** **of PRESENTER:**

**Mandated Function?:** Not Mandated **Source of Mandate  
or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve Intergovernmental Agreement (IGA) 2016-107 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office to hire five new deputies for the Border Strike Force Bureau effective August 30, 2016 to June 30, 2017 with automatic annual renewal options through June 30, 2021.

**Background:**

This document is the IGA from the Arizona Department of Public Safety (DPS) to help fund the hiring of five (5) deputies. The purpose of hiring these deputies under this agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through cooperative efforts of DPS and the Cochise County Sheriff's Office (CCSO) Southeast Arizona Border Region Enforcement Unit (SABRE). Utilizing Border Strike Force Bureau (BSFB) funds, DPS agrees to partially fund five (5) fulltime CCSO sworn deputies. DPS and CCSO agree the five (5) CCSO deputies will be assigned to the SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB five (75%) percent of payroll expenses of the officers related to this assignment. CCSO will pay twenty-five (25%) percent of payroll expenses. The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed ten (10) years from July 1st, 2016. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancelation of the IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA952. CCSO is authorized and empowered pursuant to 11-952.

Deputy Cochise County Attorney Lauri Owens has reviewed and approved this agreement on September 26, 2016. This Agreement is identified as DPS Contract Number 2014-107.

The IGA is an attachment to this agenda package.

**Department's Next Steps (if approved):**

If this agenda item is approved, the Cochise County Sheriff's Office and the Arizona Department of Public Safety will take the administrative steps necessary to put this program together.

**Impact of NOT Approving/Alternatives:**

If not approved, the IGA will be returned to the Arizona Department of Public Safety with no further action.



## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY      FRANK L. MILSTEAD  
Governor                      Director

August 30, 2019

Sheriff Mark Dannels  
Cochise County Sheriff's Department  
205 North Judd Drive  
Bisbee, Arizona 85603

RE: IGA between the Cochise County Sheriff's Department and the Arizona Department of Public Safety, SABRE Border Strike Force, Amendment #2018-098-A1,

Dear Sheriff Dannels,

Attached for review and signature are two (s) originals of the above referenced Intergovernmental Agreement (IGA). Please sign each of the agreements and return one original to the following address for our records:

Criminal Investigations Division  
Attn: Capt. J. Barcello  
Arizona Department of Public Safety  
PO Box 6638, MD 1350  
Phoenix, AZ 85005-6638

Please contact our office at 602-223-2433 with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "John D. Barcello".

Captain John Barcello  
Chief of Staff  
Criminal Investigations Division

/cjh

Enclosures

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
REGARDING  
BORDER STRIKE FORCE BUREAU**

The Department of Public Safety ("DPS") and the Cochise County Sheriff's Office ("CCSO") agree to amend Paragraph I of the Intergovernmental Agreement Regarding Border Strike Force Bureau, which was entered into and effective on October 23, 2018, as follows.

**I. PARTICIPATION**

Utilizing Border Strike Force Bureau ("BSFB") funds, DPS agrees to partially fund six (6) full-time CCSO sworn officers (deputies). DPS and CCSO agree the six (6) CCSO officers will be assigned to SABRE/BSFB on a full-time basis to perform the mission of SABRE/BSFB, as directed by CCSO and DPS.

During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

**All other provisions of this agreement shall remain in their entirety.**

STATE OF ARIZONA

COCHISE COUNTY SHERIFF'S OFFICE

By: 

Col. Frank L. Milstead, Director  
Department of Public Safety

By: 

Mark J. Dannels, Sheriff

Date: 8/22/19

Date: 9/9/19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Assistant Attorney General

  
County Attorney



## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY      FRANK L. MILSTEAD  
Governor                      Director

August 30, 2019

Sheriff Mark Dannels  
Cochise County Sheriff's Department  
205 North Judd Drive  
Bisbee, Arizona 85603

RE: IGA between the Cochise County Sheriff's Department and the Arizona Department of Public Safety, SABRE Border Strike Force, Amendment #2018-098-A1,

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Sincerely,

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Captain John Barcello  
Chief of Staff  
Criminal Investigations Division

/cjh

Enclosures

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INTERGOVERNMENTAL AGREEMENT  
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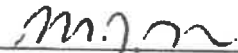
During this period of assignment, CCSO and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to CCSO. The assigned officers must abide by all of the applicable rules and regulations of CCSO and are subject to its disciplinary process.

**All other provisions of this agreement shall remain in their entirety.**

STATE OF ARIZONA

COCHISE COUNTY SHERIFF'S OFFICE

By:   
Col. Frank L. Milstead, Director  
Department of Public Safety

By:   
Mark J. Dannels, Sheriff

Date: 8/22/19

Date: 9/9/19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Assistant Attorney General

  
County Attorney

# Regular Board of Supervisors Meeting

[Return to the Search Page](#)

**Consent 8.**

**County Sheriff**

**Meeting Date:** 10/08/2019  
**IGA Border Strike Force 2018-098-A1**  
**Submitted By:** Curtis Wilkins, County Sheriff  
**Department:** County Sheriff  
**Presentation:** No A/V Presentation      **Recommendation:** Approve  
**Document Signatures:** BOS Signature NOT Required      **# of ORIGINALS** 2  
**Submitted for Signature:**  
**NAME** Curtis Wilkins      **TITLE** Lieutenant  
**of PRESENTER:**  
**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

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## Information

### Agenda Item Text:

Approve Amendment 1 to the Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund and increase the deputy positions from five to six positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021.

### Background:

This document an addendum to the IGA from the Arizona Department of Public Safety (DPS) to increase the funding for five (5) deputies to six (6) deputies. The purpose of hiring these deputies under this agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexico border within Cochise County, through cooperative efforts of DPS and the Cochise County Sheriff's Office (CCSO) Southeast Arizona Border Region Enforcement Unit (SABRE). Utilizing Border Strike Force Bureau (BSFB) funds, DPS agrees to partially fund five (5) fulltime CCSO sworn deputies. DPS and CCSO agree the five (5) CCSO deputies will be assigned to the SABRE/BSFB on a fulltime basis to perform the mission of SABRE/BSFB seventy-five (75%) percent of payroll expenses of the officers related to this assignment. CCSO will pay twenty-five (25%) percent of payroll expenses. The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed ten (10) years from July 1st, 2016. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to CCSO notifying them of termination of funding and cancelation of the IGA. DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA. CCSO is authorized and empowered pursuant to 11-952. Cochise County Attorney Britt Hanson has reviewed and approved this agreement on October 23, 2018. This Agreement is identified as DPS Contract Number 2018-098. The IGA addendum is an attachment to this agenda package.

### Department's Next Steps (if approved):

If this agenda item is approved, the Cochise County Sheriff's Office and the Arizona Department of Public Safety will take the administrative steps necessary to place the 6th deputy under the Border Strike Force.

### Impact of NOT Approving/Alternatives:

If not approved, the addendum will be returned to the Arizona Department of Public Safety with no further action.

**To BOS Staff: Document Disposition/Follow-Up:**

One copy to be retained by Cochise County and one copy to be returned to the Arizona Department of Public Safety through Lieutenant Curtis Wilkins.

**Budget Information**

*Information about available funds*

**Budgeted:**       **Funds Available:**       **Amount Available:**  
**Unbudgeted:**       **Funds NOT Available:**       **Amendment:**

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Fiscal Year: 2019/2020**

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$): 24,116.88**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:** General fund vacancy savings

**Fiscal Impact & Funding Sources (if known):**

The Sheriff's Office completed a reviewed of it's current budget. The Sheriff's Office has confirmed sufficient vacancy savings exists in the sworn budget line to cover the full cost of the County's required contribution of 25% for the additional deputy position. This vacancy savings is derived from DPS GIITEM grant funds currently paying 75% of salary and all ERE for 1 Sergeant and 4 Deputies assigned to CCSO SABRE unit. The GF vacancy savings are the equivalent of 2.25 FTE's. Additional costs to the county include annual operating expense and capital expenses.

- 1 - Master Deputy (classified/non-exempt)
- Wages – 55,000.00
- ERE – 34,809.50 = 63.29% (FICA, PSRS, WC)
- Health Ins – 6,658.00 (employee only)

**Total – 96,467.50**

County 25% match is \$24,116.88

**Attachments**

Border Strike Force addendum 2019

**GO TO PREVIOUS PAGE**

**GO TO THE TOP OF THE PAGE**



**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, October 8, 2019**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, October 8, 2019 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

**Present:** Thomas E. Borer, Chairman (telephonically); Ann English, Vice-Chairman (telephonically); Peggy Judd, Supervisor

**Staff Present:** Edward T. Gilligan, County Administrator; Sharon Gilman, Associate County Administrator; Christine Roberts, Civil Deputy County Attorney; Arlethe R. Morrison, Clerk of the Board

Supervisor Judd called the meeting to order at 10:06 a.m.

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

**PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

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***PRESENTATION***

Presentation by Ms. Vada Phelps, Executive Director, Arizona @ Work, Southeastern Arizona regarding the highlights of the annual plan.

Ms. Phelps thanked Ms. Baca for her assistance and then went over the highlights of the annual plan.

The Board thanked Ms. Phelps for her work and the information.

---

Mr. Richard Dodge, All Aboard Arizona member, would like to share information about railroad transportation in Cochise County.

Mr. Dodge and Mr. Earl Van Swearagen used a PowerPoint presentation to go over their information. He went over the current goals for the group. Mr. Van Swearagen asked if the Board would consider writing a formal letter to AMTRAK requesting more train services in Cochise County.

Vice-Chairman English and Supervisor Judd were supportive of putting a letter of support together for consideration at a future board meeting.

Chairman Borer said he would like additional information regarding the demand for this service in the County and an estimate of what the County's support would be.

The Board thanked both gentlemen for the information.

## **CONSENT**

### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors for September 24, 2019.
2. Adopt Resolution 19-20 recognizing Fry Volunteer Fire Company as Fry Fire District due to the change from ARS Title 9 to ARS Title 48.
3. Adopt Resolution 19-21 and approve Letter of Support to the United States Congress for the United States-Mexico-Canada Agreement (USMCA).
4. Approve Community Enhancement Fund expenditures for District 3 in Benson effective October 8, 2019 and ratify the Community Enhancement Fund expenditures for District 2 and District 3 for Douglas and Willcox, respectively due to severe weather impact in those communities.
5. Approve Letter of Support for Bureau of Reclamation Applied Science Grant to provide a unique opportunity to develop a web-based hydrologic information portal (WHIP) and provide important information to scientists, water managers and other stakeholders.

### **County Attorney**

6. Approve the proposed settlement of the Small Tax Appeal in IHCC and Associates v. Cochise County, ST2019-000514, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
7. Approve the proposed settlement of the Small Tax Appeal in Arko, Ronald M. & Judy M. v. Cochise County, ST2019-000005, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

### **County Sheriff**

8. Approve Amendment 1 to the Intergovernmental Agreement (IGA) 2018-098 between the Arizona Department of Public Safety (ADPS) and the Cochise County Sheriff's Office, to continue to fund and increase the deputy positions from five to six positions for the Border Strike Force Bureau, effective July 1, 2018 through June 30, 2019 with automatic annual renewal options through June 30, 2021.

### **Finance**

9. Approve demands and budget amendments for operating transfers.

### **Workforce Development**

10. Approve the appointment of Mr. Irvn Simpkins to the Local Workforce Development Board to fill an unexpired term, effective immediately through July 31, 2023.

Vice-Chairman English moved to approve items 1-10 on the consent agenda. Chairman Borer seconded the motion and it carried unanimously.

## **ACTION**

### **County Sheriff**

11. Approve Software Service Subscription Agreement Addendum No. 1 with Cogniac Corporation for visual observation automation for the period of August 1, 2019 through August 1, 2020, with a one year automatic renewal in the amount of \$90,000.

Lt. Curtis Wilkins, Sheriff's Office, presented this item. Lt. Wilkins stated that this software was used to filter through photos collected from their cameras countywide. He added that this was already in the budget.

Vice-Chairman English moved to approve Software Service Subscription Agreement Addendum No. 1 with Cogniac Corporation for visual observation automation for the period of August 1, 2019 through August 1, 2020, with a one year automatic renewal in the amount of \$90,000. Chairman Borer seconded the motion.

Supervisor Judd called for the vote and it was approved 3-0.

12. Approve grant agreement HT-19-2934 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$82,000 for salaries, partial fringe benefits (ERE), and supplies, effective January 1, 2019 through December 31, 2020.

Lt. Curtis Wilkins, Sheriff's Office, presented this item. Lt. Wilkins stated that this was an annual grant and additional funds were already in the budget.

Chairman Borer moved to approve grant agreement HT-19-2934 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$82,000 for salaries, partial fringe benefits (ERE), and supplies, effective January 1, 2019 through December 31, 2020. Vice-Chairman English seconded the motion.

Supervisor Judd called for the vote and it was approved 3-0.

### **Development Services**

13. Accept a FAA Grant for airport improvements at the Bisbee-Douglas International Airport in the amount of \$468,637 to reconstruct runway 17/35 lighting.

Mr. Dan Coxworth, Development Services Director, presented this item. Mr. Coxworth gave the background and said that this was a formal step to accept the funds.

Vice-Chairman English moved to accept a FAA Grant for airport improvements at the Bisbee-Douglas International Airport in the amount of \$468,637 to reconstruct runway 17/35 lighting. Chairman Borer seconded the motion.

Supervisor Judd called for the vote and it was approved 3-0.

**CALL TO THE PUBLIC**

Supervisor Judd opened the call to the public.

No one chose to speak and Supervisor Judd closed the call to the public.

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

**REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS**

Mr. Gilligan deferred his report.

**SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Thomas E. Borer**

Chairman Borer deferred his report.

**Report by District 2 Supervisor, Ann English**

Vice-Chairman English deferred her report.

**Report by District 3 Supervisor, Peggy Judd**

Supervisor Judd encouraged everyone to attend events countywide.

Chairman Judd adjourned the meeting at 10:40 a.m.

APPROVED:

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Thomas E. Borer, Chairman

ATTEST:

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Arlethe R. Morrison, Clerk of the Board