



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Agreement Type: Agreement  
M21-0081

Effective Date: July 1, 2021  
Termination Date: June 30, 2025

**Agreement Title: Cochise County, Prevent Human Trafficking & Prevent Entry into the United States, Laws**  
2021 Section 26-105, subsection A, paragraphs 1 and 2, Arizona Revised Statutes & Laws 2021 Chapter 408,  
Section 106

**COCHISE COUNTY AGREEMENT ADMINISTRATORS**

Cochise County  
Address: 1415 Melody Lane, Building G  
Bisbee, AZ 85603  
Contact Name: Richard Karwaczka, County Administrator  
Phone Number: (520) 432-9200  
Email: RKarwaczka@cochise.az.gov

**STATE AGREEMENT ADMINISTRATOR**

Arizona Department of Emergency and Military Affairs  
5636 East McDowell Road, Bldg. M5800  
Phoenix, AZ 85008  
Contact Name: Kyle Matthew, Chief Procurement Officer  
Phone Number: (602) 464-6491  
Email: Kyle.Matthew@azdema.gov

Cochise County Sheriff's Office  
Address: 205 N Judd Drive  
Milepost 345, Highway 80  
Bisbee, AZ 85603  
Contact Name: Sheriff Mark Dannels  
Phone Number: (520) 432-9500  
Email: Mdannels@cochise.az.gov

---

**THIS AGREEMENT**, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as the "Department" or "STATE"], [a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102 and **COCHISE COUNTY** and the **COCHISE COUNTY SHERIFF'S OFFICE** [hereinafter referred together as "County"], [authorized to contract pursuant to A.R.S. § 11-201. The purpose of this Agreement is to establish the process for oversight of activities conducted by the County and reimbursed by THE STATE pursuant to Appropriation Legislation 2020-2021, approved by the Governor on June 30, 2021, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the County for the purposes outlined in Laws 2021 Section 26-105, subsection A, Paragraphs 1 and 2, Arizona Revised Statutes for the Prevention of Human Trafficking and Preventing Entry into the United States.



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

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

Executed this day by the duly authorized officer of the Eligible Entity:

<b>ELIGIBLE ENTITY: Cochise County</b>	<b>Arizona Department of Emergency and Military Affairs</b>
<b>Signature</b>	<b>Signature</b>
<b>Printed Name</b> Ann S. English	<b>Printed Name</b> Major General Kerry L. Muehlenbeck
<b>Title</b> Cochise County Board of Supervisors	<b>Title</b> The Adjutant General
<b>Date</b>	<b>The above referenced Agreement is hereby executed this</b>  <b>Day of</b> _____, 20__

<b>Cochise County Sheriff's Office</b>
<b>Signature</b>
<b>Printed Name</b> Mark Dannels
<b>Title</b> Cochise County Sheriff
<b>Date</b>



Douglas A. Ducey  
GOVERNOR

## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

### AGREEMENT TERMS

**1. Recitals:** The purpose of this Agreement is to define the terms under which the STATE will provide funds to the County for equipment and/or activities related to the prevention of Human Trafficking and Preventing Entry into the United States conducted by the County to be reimbursed by the STATE.

**2. Definitions:** The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

**2.1.** "A.R.S." means Arizona Revised Statutes.

**2.2.** "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and Cochise County/Cochise County Sheriff's Office, and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

**2.3.** "County" means Cochise County and the Cochise County Sheriff's Office together, unless context requires that they be treated as separate entities; unless treated as separate entities, Cochise County and the Cochise County Sheriff's Office shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

**2.4.** "Department" or "STATE" means the Arizona Department of Emergency and Military Affairs.

**2.5.** "FY" means State Fiscal Year.

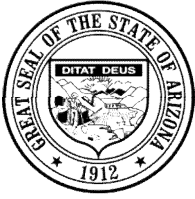
**2.6.** "Party" and "Parties" means the State or/and County.

**2.7.** "Project" means activities conducted within Scope of Work and from Border Security funds.

**2.8.** "State" means the State of Arizona.

**3. Access to Information:** Subject to statutory confidentiality requirements of the State of Arizona, the County, and the State, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

**4. Amendment:** This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating Cochise County and the Cochise County Sheriff's Office as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

this Agreement and become effective upon dated signature of the last signatory (again, treating Cochise County and the Cochise County Sheriff's Office as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

**4.1. Addendum Amendments:** Addendums to this Agreement may be amended or modified, as necessary, by the County and DEMA's authorized contracting and procurement officer.

**5. Budget:** The amount of \$3,700,000 was appropriated in FY2021 and transferred to the Border Security Fund effective July 1, 2021. The State shall advance the funds to the County upon execution of the agreement. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by the State to the County under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by the State to the County under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the County for the purposes identified in this Agreement and shall be used to supplement funds already available to the County for the purposes identified in this Agreement.

**6. Non-Availability of Funds:** Pursuant to A.R.S. § 35-154(A), every payment obligation 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.

**7. Payment Mechanism: Full payment** in the amount of \$3,700,000 shall be advanced to the County upon execution of agreement.

**8. Conflict Resolution Procedures:**

**8.1.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**8.2.** In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).

**8.3.** The Parties to this Agreement agree to resolve all disputes arising out of or 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.

**9. Assignment:** Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

**10. Conflict of Interest:** Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

**11. Agreement Term:** The term of this Agreement shall be from July 1, 2021, to June 30, 2025.

**12. Effective Date:** This Agreement shall become effective upon the date of the last signatory's signature (treating Cochise County and the Cochise County Sheriff's Office as separate signatories for this purpose).



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**13. Notices, Correspondence, Reports:**

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

<b>For STATE:</b>	<b>For Cochise County:</b>
<b>Name: Darlene Quihuis</b>	<b>Name: Randall Wilson</b>
<b>Title: Assistant Director</b>	<b>Title: Project Manager</b>
<b>Phone: 602-464-6454</b>	<b>Phone: 520-432-9505</b>
<b>Email: <a href="mailto:Darlene.Quihuis@azdema.gov">Darlene.Quihuis@azdema.gov</a></b>	<b>Email: <a href="mailto:rwilson@cochise.az.gov">rwilson@cochise.az.gov</a></b>

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

<b>For STATE:</b>	<b>For Cochise County:</b>
<b>Name: Kyle A. Matthew</b>	<b>Name: Thomas Alinen</b>
<b>Title: Chief Procurement Officer</b>	<b>Title: Chief of Staff</b>
<b>Address: 5636 East McDowell Road, Phoenix, AZ 85086</b>	<b>Address: 205 North Judd Dr, Bisbee, AZ 85603</b>
<b>Phone: 602-464-6491</b>	<b>Phone: 520-432-9509</b>
<b>Email: <a href="mailto:Kyle.Matthew@azdema.gov">Kyle.Matthew@azdema.gov</a></b>	<b>Email: <a href="mailto:talinen@cochise.az.gov">talinen@cochise.az.gov</a></b>

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Item 6, Reporting Requirement & Deliverables.



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**13.4.** Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories (treating Cochise County and the Cochise County Sheriff's Office as separate signatories for this purpose) in accordance with these notice requirements.

**14. Ownership of Information:** Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. The State and County shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

**16. Project Review:** It is the responsibility of County to coordinate with the State regarding the progress of the Project as defined in the Scope of Work and related attachments. The State may request in writing, at its discretion, written progress updates, which County shall provide to the State within 15 calendar days of the State's request.

**17. Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

**18. Termination:**

**18.1.** The State or the County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the County or the State, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement without written permission from the State may constitute cause for the State to terminate this Agreement.

**18.2.** In the event the Agreement is terminated, the County shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents shall be maintained and available for access in accordance with A.R.S. § 41-151 and A.R.S. §§ 35-214 and 34-215 any other state or local rule or regulation. Repayment to the State of a portion or full payment received by the County may be required.

**18.3.** Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the County's expense.

**19. Indemnification:** Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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. The State of Arizona, (STATE) is self-insured per A.R.S. § 41-621.

In addition, should the County utilize contractor(s), the County contract with each such contractor shall (a) include the following language; (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, the State and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter



Douglas A. Ducey  
GOVERNOR

## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

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 the 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name the County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of the County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

**20. E-Verify:** To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

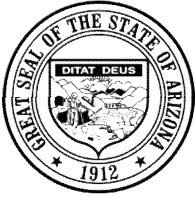
**21. Waiver:** The waiver or failure to enforce 21 provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

**22. Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the County shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

**23. Implied Consent Terms:** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

**25. Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts, reports, files and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

**26. Lobbying:** Upon signature of this Agreement, the County shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The County shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**27. Antitrust Recovery:** The County assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the County toward fulfillment of this Agreement.

**28. Compliance with Laws.** The County agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM), state and local procurement codes, whichever is more restrictive will apply.



Douglas A. Ducey  
GOVERNOR

# STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



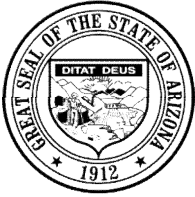
Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

## ADDENDUM A SCOPE OF WORK

1. **Project Title:** Cochise County, Prevent Human Trafficking & Preventing Entry into the United States
2. **Project Timeline:** July 1, 2021, to June 30, 2025
3. **Purpose:**
  - a. Prevent Human Trafficking
  - b. Prevent Entry into the United States of:
    - 1) Aliens who are unlawfully present in the United States.
    - 2) Terrorists and instruments of terrorism.
    - 3) Contraband, including narcotics and other controlled substances.
4. **Tasks:**
  - a. Purchase of supplies and equipment, in accordance with budget approved by the State. Copies of all contracts are to be provided to the State upon request.
  - b. Hire five (5) Border Operations Deputies and one (1) Project Director.
5. **Cost**
  - a. Not to exceed \$3,700,000.

### 6. Reporting Requirements and Deliverables:

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <b>Period of Performance:</b> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct. 1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15  In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	<a href="mailto:Grants.border@azdema.gov">Grants.border@azdema.gov</a>  with a copy to: <a href="mailto:Debbie.Gann@azdema.gov">Debbie.Gann@azdema.gov</a>
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	<a href="mailto:Grants.border@azdema.gov">Grants.border@azdema.gov</a>  with a copy to: <a href="mailto:Debbie.Gann@azdema.gov">Debbie.Gann@azdema.gov</a>



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities by the jurisdiction during the reporting period.  <b><u>Period of Performance:</u></b> <b>Qtr. 1:</b> July 1 – Sept. 30 <b>Qtr. 2:</b> Oct.1 – Dec.31 <b>Qtr. 3:</b> Jan.1 - March 31 <b>Qtr. 4:</b> April 1 - June 30	<b>Qtr. 1:</b> Oct. 15 <b>Qtr. 2:</b> Jan. 15 <b>Qtr. 3:</b> April 15 <b>Qtr. 4:</b> July 15  In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	<a href="mailto:Grants.border@azdema.gov">Grants.border@azdema.gov</a>  with a copy to: <a href="mailto:Debbie.Gann@azdema.gov">Debbie.Gann@azdema.gov</a>
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments.	Due 30 Days after the end of the period of performance or completion of the Project.	<a href="mailto:Grants.border@azdema.gov">Grants.border@azdema.gov</a>  with a copy to: <a href="mailto:Debbie.Gann@azdema.gov">Debbie.Gann@azdema.gov</a>

**7. Additional Requirements:**

- a. Ensure all procurement of goods and services are following established applicable procurement law and the County’s written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open and free competition.
- b. All Border Security funds must be accounted for by the County in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



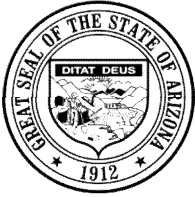
Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**ADDENDUM B**  
**PRICE SHEET**

**Budget July 1, 2021, to June 30, 2025**

<b>ACCOUNT CLASSIFICATION</b>	<b>AMOUNT</b>
Personnel	\$1,788,710
Fringe	\$1,040,488
Travel	\$0
Supplies	\$118,830
Contractual	\$0
Equipment (over \$5,000 per unit)	\$751,972
Other	\$0
Total Direct Costs	\$3,700,000
Indirect Costs (Not applicable)	\$0
<b>TOTAL (Not to Exceed)</b>	<b>\$3,700,000</b>

With prior written approval, the County is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**ADDENDUM C**  
Budget and Justification  
July 1, 2021, to June 30, 2025

**A. Personnel:**

Position (1)	Name (2)	Key Staff (3) Not Applicable	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary (6)
Border Operations Deputy	Vacant		62,000/29.80	100%	62,000
Border Operations Deputy	Vacant		62,000/29.80	100%	62,000
Border Operations Deputy	Vacant		62,000/29.80	100%	62,000
Border Operations Deputy	Vacant		62,000/29.80	100%	62,000
Border Operations Deputy	Vacant		62,000/29.80	100%	62,000
Project Director for Border Operations	Vacant		105,000/50.48	100%	105,000
<b>TOTAL REQUEST</b>					<b>\$415,000</b> Per Year

JUSTIFICATION: Of the 15 counties in the State of Arizona, four (4) of those counties are on the international border with Mexico. Cochise County is responsible for 83 miles of that border with federal, state, and local partners. Cochise County Sheriff's Office has developed special units to combat border related crimes. The Southeast Arizona Border Region Enforcement and the Financial Crimes Units are multi-agency task forces targeting narcotics and human smuggling operations. They have been very successful; however, due to changes in border policies, Cochise County is seeing an out-of-control influx of unlawful border crossers. Our calls for



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

service reference Border Patrol assists, trespassers and suspicious activity have seen major increases the last several months. It is the goal to hire five (5) border operation deputies and one Project Director for Border Operations/Liaison officer for a period of 4 years to relieve the pressure being placed on our patrol deputies. The Project Director for Border Operations is designed to be an executive level deputy. He/she would be deputy responsible coordinating the border funds/expenditures, financial/management reports, enforcement operations, internal/external dissemination of information, public relations, and liaison efforts with federal, state, and local partners. The five (5) deputies will be experienced officers handling calls for service reference border related crimes, conducting preventive patrols/operations and assisting Border Patrol with unlawful border crossers under the guidance of the Project Director. These positions are critical in the Sheriff's Office attempts to ensure the security and safety for all the people in Cochise County.

Currently, our Southern Arizona Border Cameras are processing 3,500 human images of unlawful border crossers out of the 30,000 to 40,000 images the system processes per month. Border Patrol Agents encounters with migrants between ports for entry on the entire U.S.-Mexico border is far higher than in previous years at nearly 1.66 million. The Border Patrol Tucson Sector has seen an increase of single adult encounters increase 223% in March 2021 compared to March 2020. Our border cameras appear to cooperate the statistics provided by Border Patrol that most of our human images are single adults.

**B. Fringe Benefits:**

Position (1)	Name (2)	Rate (3)	Total Salary (4)	Total Fringe (5)
Border Operations Deputy	Vacant	58.17%	62,000	36,065
Border Operations Deputy	Vacant	58.17%	62,000	36,065
Border Operations Deputy	Vacant	58.17%	62,000	36,065
Border Operations Deputy	Vacant	58.17%	62,000	36,065



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Position (1)	Name (2)	Rate (3)	Total Salary (4)	Total Fringe (5)
Border Operations Deputy	Vacant	58.17%	62,000	36,065
Project Director for Border Operations	Vacant	58.17%	105,000	61,078
<b>TOTAL REQUEST</b>				<b>\$241,403</b>

JUSTIFICATION:

Fringe Category	Rate
Retirement	49.40%
FICA Social Security and Medicare	7.65%
Work's Comp	1.12%
Total	58.17%

**C. Travel: Not Applicable**

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost
<b>TOTAL REQUEST</b>				<b>\$0</b>

JUSTIFICATION: Not Applicable



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700

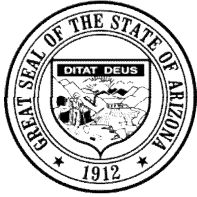


Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**D. Equipment (Over \$5,000 per item):**

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Matrice 300RTK Drone	1	\$36,500	100	\$36,500
Aardvark Loki MK2 Drone	1	\$10,850	100	\$10,850
Mavic 2 Enterprise Advanced Drone	2	\$8,500	100	\$17,000
PIX4D Mapping Software License for Drones	1	\$5,500	100	\$5,500
2023 Chevrolet Tahoe 4x4 Marked	4	\$53,660	100	\$214,640
2023 Chevrolet K1500 4x4 Crew Cab Truck	3	\$47,300	100	\$141,900
2023 Chevrolet K2500 4x4 Short Bed Crew Cab Truck	5	\$42,900	100	\$214,500
Large Capacity Detention Transport Vehicle	1	\$111,082	100	\$111,082
<b>TOTAL REQUEST</b>				<b>\$751,972</b>

JUSTIFICATION: The drones (**“Drones”**) will be for used border related activities such as mapping smuggling routes, documenting crimes scenes, locating evidence, enhancing situational awareness, wildland fires, vehicle pursuits, drug, and public safety operations. The drone software (**“Software”**) will help search and rescue responders and law enforcement plan their search patterns for lost, deceased or subjects attempting to avoid detection in our desert/mountainous terrain. The five (5) (**“K2500 Chevrolet”**) trucks will be replacement vehicles for our Southern Arizona Border Enforcement Team (SABRE). SABRE vehicles are worn out due to the rough terrain they travel maintaining their camera equipment on the border. The four (4) (**“Chevrolet Tahoe’s”**) and three (3) (**“K1500 Chevrolet”**) trucks will be used by Sheriff’s Assist Team (SAT). SAT and Search and Rescue (SAR) members. Both groups need additional units for their operations. Weekly they respond to crime scenes, traffic incidents and search and rescue operations related to border activity. Cochise County is the 38<sup>th</sup> largest county in the lower 48 states and we need to deploy additional units to rural SAT and SAR members who can



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



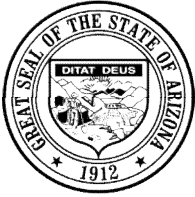
Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

respond quicker to unfolding public safety scenes. The detention vehicle (**“Large Capacity Detention Transport Vehicle”**) will be used to transport border related inmates to doctor appointments, court hearings and trials. It is a state-of-the-art vehicle with the technology needed today to transport inmates in a safe manner.

**E. Supplies (Items costing less than \$5,000 per unit):**

Item(s)	Rate	Cost
Mavis 2 Air Drone	5 x \$1,800	\$9,000
Laptop Computer	2 x \$2,400	\$4,800
Matrice Drone Batteries	4 x \$800	\$3,200
Mavic 2 Enterprise Advanced Drone Batteries	8 x \$220	\$1,760
Mavic 2 Air Drone Batteries	10 x \$135	\$1,350
Loki MK2 Drone Batteries	10 x \$165	\$1,650
Ops-Core Helicopter Rescue Helmet	10 x \$1,000	\$10,000
Ops-Core Headset for Helicopter Rescue Helmet	10 x \$950	\$9,500
Titanium Stokes Litter Wheel	1 x \$1,810	\$1,810
Litter Handles for Titanium Stokes Litter	1 X \$1,430	\$1,430
IV Catheters Box/50	2 X \$165	\$330
Push to Talk Adaptors to Connect SAR headsets to existing Motorola Radios	10 X \$200	\$2,000
Dual band mobile radios for new SAT/SAR units	9 X \$8,000	\$72,000
<b>TOTAL REQUEST</b>		<b>\$118,830</b>

JUSTIFICATION: The drones (**“Drones”**) will be used for border related activities such as mapping smuggling routes, documenting crimes scenes, locating evidence, enhancing situational awareness, wildland fires (often



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

caused by lost or cold unlawful border crossers), vehicle pursuits, search and rescue missions. The drone software will help search and rescue responders and law enforcement plan their search patterns for lost, deceased or subjects attempting to avoid detection in our desert terrain. Typically, these drones are smaller in size for quick deployment during rapid evolving operations in the border. The laptops ("**Laptops**") will operate the mapping software being used by Search and Rescue (SAR) members and border deputies for border related incidents. The IV catheters ("**Catheters**") are used for qualified SAR medical personnel to administer fluids directly into the bloodstream of persons found in extreme distress in the desert. The drone batteries ("**Drone Batteries**") and catheters are expendable supplies to maintain operations. The SAR helmets and headsets ("**Helmets & Headsets**") are used by the search and rescue operators that are qualified in air operations. Every 120 days, the Arizona Department of Public Safety Rescue helicopters come to Cochise County to re-certify the SAR air operators. SAR maintains 10 air operators for continuity of operations. Their existing helmets and headsets are worn out and need replacement. The additional push to talk adapters ("**Push to Talk Adapters**") will be used on existing headsets by SAR ground support personnel. The stokes basket with wheel ("**Titanium Stokes Litter Wheel & Handles**") will make carrying a rescued person out of a desert/mountainous area easier by supporting the weight of the rescue person and traversing rough terrain. The SAT and SAR volunteers are key elements in handling border related tasks that would otherwise tie up our deputies for hours. The dual-band mobile radios ("**Dual-Band Mobile Radios**") are for the new SAT/SAR vehicles. These mobile radios will be programmed to talk to many public safety organizations throughout Arizona. Cochise County spent a substantial amount of money rebuilding the first responder radio system. Coverage area with these mobile radios is key to conducting safe SAT/SAR operations.

**F. Contractual: Not Applicable**

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED.

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
0				
TOTAL REQUEST				\$0

JUSTIFICATION: No anticipated contractual services.

**G. Construction: NOT ALLOWED**

JUSTIFICATION:

**H. Other: Not Applicable**

(Include Other Consultants):



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Item	Rate	Cost
TOTAL REQUEST		0

JUSTIFICATION:

Total Direct Charges:

TOTAL DIRECT CHARGES -	\$3,700,000
------------------------	-------------

**I. Administration: Not Applicable**

Calculation (1)	Total Cost (2)
Not Applicable	\$0
TOTAL REQUEST	\$0

JUSTIFICATION:

**J. Total Project Costs:**

TOTAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Admin Costs)	\$3,700,000
--	-------------



Douglas A. Ducey  
GOVERNOR

**STATE OF ARIZONA**  
**DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

**K. BUDGET SUMMARY:**

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel	\$415,000	\$435,750	\$457,540	\$480,420		\$1,788,710
Fringe	\$241,403	\$253,475	\$266,150	\$279,460		\$1,040,488
Travel	0	0	0	0		\$0
Equipment	\$751,972	0	0	0		\$751,972
Supplies	\$118,830	0	0	0		\$118,830
Contractual	0	0	0	0		\$0
Other	0	0	0	0		\$0
Total Direct Charges	\$1,527,205	\$689,225	\$723,690	\$759,880		\$3,700,000
Administration	0	0	0	0		\$0
Total Project Costs	\$1,527,205	\$689,225	\$723,690	\$759,880		<b>\$3,700,000</b>

\*FOR REQUESTED FUTURE YEARS: