



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001

**MUTUAL AID AGREEMENT
BETWEEN
US ARMY GARRISON
FORT HUACHUCA
AND
COCHISE COUNTY SHERIFF'S OFFICE**

IM-W91QUS-22-040-MAA

SUBJECT: MUTUAL AID AGREEMENT - ADDRESSING MUTUAL UNDOCUMENTED IMMIGRANT (UDI) DETECTION AND RESPONSE ISSUES

1. REFERENCE: DoD Instruction 4000.19, Support Agreements, 16 December 2020

2. BACKGROUND:

a. The jurisdictions of Cochise County and Fort Huachuca recognize the need for interagency cooperation to identify the presence of Undocumented Immigrants (UDIs) migrating from the southern border of the United States through Fort Huachuca and then into Cochise County. Actions taken by the UDIs and associates who are in distress or who are engaging in activity can impact the safety and security of residents both on Fort Huachuca and in Cochise County. When referred to collectively, Cochise County Sheriff's Office (CCSO) and U.S. Army Garrison (USAG) Fort Huachuca are referred to as the "Parties".

b. The CCSO, through funding under Governor Doug Ducey's Border Strike Force, utilizes a Buckeye Camera detection system (integrated with artificial intelligence) to monitor and detect individuals engaged in dangerous and illegal activity in and around Cochise County and along the southern border of Arizona.

3. PURPOSE: This Mutual Aid Agreement (MAA) allows the jurisdictions to improve their ability to communicate regarding incursions onto Fort Huachuca and Cochise County where rescue operations or illicit activity needs to be addressed. The joint use of the Buckeye Camera detection system will allow the Parties to respond to incursions or activity on Fort Huachuca that require interagency support. This camera system will also enable the Parties' First Responders to address unauthorized personnel entering their jurisdictions to detect and respond to UDI locations so they can be detained and released to the appropriate authorities.

4. MUTUAL AID/SUPPORT RESPONSIBILITIES:

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a. The CCSO will:

(1) Furnish cameras and associated equipment, as available, to USAG Fort Huachuca at no cost to the U.S. Army or Fort Huachuca.

(2) Still own the cameras and will take ownership of the cameras if no longer required by USAG in the future.

(3) Provide camera system training to be completed upon camera fielding to USAG Fort Huachuca DES staff, and also provide follow-on training and technical support to DES staff, as required. Further training will be conducted as system changes occur or as needed.

b. USAG Fort Huachuca will:

(1) Install and remove the Buckeye camera system and its components.

(2) Identify an incident that may affect persons on the grounds of Fort Huachuca.

(3) Determine if the incident meets the Incident Criteria policy of this MAA.

(4) As appropriate, notify the U.S. Customs and Border Protection (USCBP) and CCSO for information sharing and assistance.

(5) Compose an incident report that summarizes the interaction and explains the outcome of the notification.

(6) Share the information with the USCBP and CCSO.

(7) Provide CCSO a monthly report containing statistical data.

(8) Determine the locations, install all cameras, and inform CCSO of the camera locations (providing latitude and longitude coordinates). The camera locations will be considered Law Enforcement Sensitive and only those entities with an actual need to know will have access to the locations of the installed cameras. Should the camera locations need to be changed, USAG Fort Huachuca will submit an updated list of camera locations to CCSO that includes: camera identification number and latitude and longitude for all installed cameras.

(9) Conduct regularly scheduled tests on the cameras to ensure they are working properly. When services or replacements of cameras or equipment is required, USAG Fort Huachuca will recover the cameras and coordinate with the CCSO for turn-in and or exchange.

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(10) Report all loss or damage to the camera system and components within 24 hours of identifying the loss or damage. Any costs for loss or damage of cameras and ancillary equipment involved in this program will not be incurred by Fort Huachuca or the U.S. Army.

5. **NO COST AGREEMENT:** The Parties will not share costs and any costs incurred by each party will be the responsibility of the party incurring the cost.

6. **PERSONNEL:** Each Party is responsible for all costs of its personnel including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel. The Parties' primary points of contact are as follows:

Cochise County Sheriff's Office
SGT Tim Williams, Southern Arizona Border Regions Engagement (SABRE) Supervisor
E-mail: twilliams@cochise.az.gov
Office: 520-432-9508
Cell: 520-353-5627

Fort Huachuca Directorate of Emergency Services
Darren Crossley, Director of Emergency Services
E-mail: darren.w.crossley.civ@army.mil
Office: 520-533-3232
Cell: 520-895-9643
Military Police Desk: 520-533-3000

7. **FUNDS AND MANPOWER:** This MAA does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources except as specified in paragraph 5, above. No provision in this MAA will be interpreted to require obligation or payment of funds.

8. **DISPUTES:** Any disputes relating to this MAA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

9. **NON-ENDORSEMENT:** In accordance with the Joint Ethics Regulation, military installations are prohibited from endorsing or implying that it will endorse any non-federal entity, event, product, service or enterprise. The Parties recognize that this agreement does not represent U.S. Military endorsement of any product or non-federal Party to this agreement.

10. **PROTECTION OF INSTALLATION:** USAG Fort Huachuca has a legal obligation to protect the installation from potential threats and can charge those who enter the installation unlawfully under 18 USC section 1382. If UDIs enter the installation, USAG

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Fort Huachuca will not conduct Homeland Security missions on the installation but will notify both CCSO and Homeland Security as appropriate.

11. **TRANSFERABILITY:** This MAA is not transferable except with the written consent of the Parties.

12. **REVIEW AND MODIFICATION OF AGREEMENT:** The Parties to this MAA will annually review, update, and if agreed, renew the MAA every (5) five years. The Parties will send a memorandum to each other that a review was conducted and a notice of changes requested (if any).

a. If changes are requested to this MAA, the requesting Party will submit the respective changes to the other party. Each Party will review and provide acceptance, modification, or rejection to the originating Party. Should both Parties agree to the change(s), the originating Party will prepare a new version of the MAA for signature by both Parties.

b. If a Party elects to revoke the MAA, the respective Party will notify the other party of the MAA revocation in writing, with a 30-day notice. Additionally, both Parties agree to oversight responsibilities. A completed copy of this and future UDI detection and response MAAs will be shared with each Party, as required.

13. **TERMINATION OF UNDERSTANDING:** This MAA may be terminated by either party with a 30 day written notice to the other Party. The USAG Fort Huachuca may terminate this MAA without notice if USAG Fort Huachuca determines, at its sole discretion, that it is no longer able to meet the terms of this MAA based on military operational requirements or national emergency. At the termination of this MAA all property owned by each Party will be returned to its owner within 30 calendar days.

14. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MAA embodies the entire understanding between the Parties.

15. **EFFECTIVE DATE:** This MAA takes effect beginning on the day after the last Party signs.

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16. EXPIRATION DATE: This MAA expires on 30 September 2027.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

USAG FORT HUACHUCA a Federal
Installation within Cochise County:

COCHISE COUNTY, ARIZONA:

By: _____
JOHN M. IVES
Colonel, U.S. Army
Commander, U.S. Army Garrison

By: _____
ANN ENGLISH
District 2, Chairman
Cochise County Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Resource Management

Clerk of the Board of Supervisors

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Agreement has been reviewed pursuant to A.R.S. § 11-952 and Department of Defense Instruction 4000.19 by each of the undersigned Attorneys who independently determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona or the United States to each of the above-identified Parties.

SIGNATURE _____
Cochise County Attorney

Date

SIGNATURE _____
Fort Huachuca Staff Judge Advocate

Date