

**AGREEMENT
REGARDING
BORDER STRIKE TASK FORCE LOCAL SUPPORT FUNDING**

This Agreement is entered into between the State of Arizona through its Department of Public Safety ("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, and transnational threats related to the U.S./Mexico border within Cochise County, through the cooperative efforts of DPS, CCSO, and other law enforcement partners.

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §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 Task Force Local Support funding appropriated by Laws 2022, Chapter 313, Section 77, DPS agrees to provide up to \$5,000,000 to CCSO to purchase, renovate, and equip a building to be used as the Southeast Arizona Combined Intelligence and Border Operations Center ("Center"). The Center's configuration and utilization are described in the July 14, 2022 letter from Mark Dannels, Cochise County Sheriff, to Colonel Heston Silbert, DPS Director, as shown in APPENDIX 1 and incorporated herein.

II. DISBURSEMENT OF FUNDS/DOCUMENTATION

DPS agrees to disburse funding to CCSO in increments, as necessary, to fund the development of the Center. Upon request, prior to the execution of a contract or placement of an order related to the Center, DPS will transfer sufficient funds to CCSO provided that adequate documentation is presented to support the scope, purpose, and cost of the goods or services to be purchased to develop the Center. All procurements of real estate, goods, and services must be in accordance with applicable Cochise County procurement regulations and related policies.

III. FUNDING RESTRICTIONS

All funds meeting the requirements of this agreement must be transferred by June 30, 2023. However, the receipt and payment of goods and services ordered prior to June 30, 2023 may be accomplished after this date provided that all financial transactions are completed by June 30, 2024.

DPS shall take no ownership position in the Center nor bear any responsibility for the on-going cost or administration of the Center.

IV. IMMIGRATION

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

V. NON-DISCRIMINATION

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

VI. 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.

VII. RECORDKEEPING

All records regarding the Agreement 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 Agreement.

IX. ARBITRATION

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

X. 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, 2024.

Any funds disbursed to CCSO prior to June 30, 2023 that remain unexpended by June 30, 2024 shall be returned to DPS for reversion to the State General Fund.

XI. 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.

XII. CANCELLATION

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

XIII. TERMINATION

Either party may terminate the Agreement 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.

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

Philip Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

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

XIV. 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 Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Colonel Heston Silbert, Director
Arizona Department of Public Safety

DATE: _____

COCHISE COUNTY SHERIFF'S OFFICE

BY: _____
Mark Dannels, Sheriff

DATE: _____

COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____
Ann English, Chair

DATE: _____

ATTEST:

Tim Mattix, Clerk of the Board

DATE: _____

APPENDIX 1

(July 14, 2022 Sheriff Dannels letter to Colonel Silbert)