



Douglas A. Ducey  
Governor

Andy Tobin  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION  
DIRECTORS OFFICE**  
100 NORTH FIFTEENTH AVENUE • SUITE 302  
PHOENIX, ARIZONA 85007

**ADOA Agreement Number DBFFY23L22CH31302**

This Agreement is entered into by and between **Cochise County** and the **Arizona Department of Administration** (hereinafter referred to as "**ADOA**"), and shall be effective as indicated in Section 1 - Term of Agreement.

**A.** Cochise County and ADOA enter into this Agreement pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. Whereas \$53,405,000.00 was appropriated from the Border Security Fund established by section 26-105, Arizona Revised Statutes, in fiscal year 2022-2023 to the Arizona Department of Emergency and Military Affairs to allocate to the ADOA for one-time payments to line-level deputies and detention officers in accordance with the provisions of Laws 2022, Chapter 313, Section 110.

**B.** Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs..

**C.** Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

**1. Term of Agreement**

This Agreement shall be effective from **October 1st, 2022** and shall remain in effect until **June 30th, 2025**.

**2. Scope of Services**

The **ADOA** shall provide a \$10,000 one time payment to line-level deputies and detention officers employed by **Cochise County Sheriff's Office** as of **May 1st, 2022**. The **Cochise County Sheriff's Office** shall distribute the payment to eligible employees in equal quarterly installments over two years. **Due to the lag in the availability of the funds to the Cochise county, the equivalent of two quarterly payments may be made in either the 4<sup>th</sup> quarter of 2022 or the 1<sup>st</sup> quarter of 2023.**

The **Cochise County Sheriff's Office** will be eligible for up to **\$1,390,000** and for the purposes of providing a one time recruitment payment not to exceed \$5,000 per new hire, the amount of which to be determined at the discretion of each individual Sheriff, for line level deputies and detention officers at the County Sheriff's department hired into the agency from **May 1, 2022** until **April 30, 2023**.

Line level deputies and detention officers employed by the county sheriff's office are defined as the below:

Full time staff either under general supervision or in a first level supervisory role. Line level deputy and detention officer may include those that have a rank one level above the first level supervisory role, but act in the same capacity as the first level supervisor due to staffing shortages.

In the event a deputy or detention officer separates from their agency prior to receiving all eligible quarterly payments, the deputy or detention officer will no longer be entitled to the remainder of the unpaid balance.

A deputy or detention officer that resigns from their agency prior to receiving all eligible quarterly payments and takes a position with another sheriff's office in Arizona is not eligible for a recruitment payment from the new agency.

In the event an eligible employee is promoted to an ineligible position between May 1, 2022 and April 30, 2024, the employee will continue to receive the remainder of the quarterly payments as part of the original retention agreement.

An employee that has received any part of **the recruitment** or retention payment from one sheriff's agency and transfers to another sheriff's agency is ineligible for the recruitment payment from the new agency.

### **3. Changes to Scope of Services**

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by Cochise County and **ADOA**.

### **4. Reporting Requirements**

**Financial:** Cochise County shall submit a report to ADOA on the actual use of the monies received and the most recent staffing and retention data for the positions receiving the payment. Each report shall be submitted to **ADOA** on or before **August 30th, 2023** and **August, 30th, 2024**.

### **5. Manner of Financing**

The **ADOA** shall:

1. Provide up to a total amount not to exceed **\$1,390,000** from the Border Security Fund for reimbursement to Cochise County for costs associated with the activities listed in Section 2.

Cochise County shall:

1. Provide documentation for reimbursement requests not to exceed **\$1,390,000**.

2. Submit reimbursement requests based off of the schedule from Table A.
3. Use the funds to support the activities outlined in Section 2.

## **6. Termination**

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party.

## **7. Reports and Records**

Each party shall establish and maintain records regarding its performance under this Agreement, in accordance with the records retention standards established by the Arizona State Library, Archives and Public Records or such other commercially reasonable standards, as applicable.

## **8. Availability of Funds**

Every payment obligation of the ADOA under this Agreement is conditioned upon the availability of funds 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 the ADOA or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the ADOA or any other agency of the State of Arizona in the event this provision is exercised, and neither the ADOA nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **9. Executive Order 2009-9**

The parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and 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 not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## **10. Alternate Dispute Resolution**

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.

## **11. Governing Law**

This Agreement is pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. This Agreement shall be construed in accordance with the laws of the State of Arizona.

## **12. Miscellaneous**

It is mutually agreed by the parties that:

- a. Subject to Section 3, any amendments to this Agreement must be in writing and signed by both parties.

- b. The undersigned is authorized to enter into and execute this Agreement on behalf of the respective party.
- c. All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

<b>Cochise County:</b>	<b>ADOA:</b>
Cochise County	Arizona Department of Administration
Attn: County Administrator	
1415 Melody Lane	100 N. 15 <sup>th</sup> Avenue
Bisbee, AZ 85603	Suite 302
	Phoenix, AZ 85007
	ATTN: Andy Tobin
	Director
Phone Number: 520-432-9200	Phone Number: 602.542.1500
E-Mail: rkarwackza@cochise.az.gov	

**THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement:

**Cochise County:**

**ADOA:**

Cochise County

Arizona Department of Administration

By: \_\_\_\_\_  
Ann English, Chair

By:  \_\_\_\_\_  
Andy Tobin, Director

Date: \_\_\_\_\_

Date: November 3, 2022