



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
OPERATIONS DIVISION
PROCUREMENT SECTION

LESLIE HEATHCOTTE
CHIEF OPERATING OFFICER
CINDY PALMER
PROCUREMENT MANAGER

AGREEMENT

between

COCHISE COUNTY SHERIFF

and

THE OFFICE OF THE ARIZONA ATTORNEY GENERAL

This Agreement is entered into by and between the Cochise County Sheriff's Office (CCSO) and the Office of the Arizona Attorney General (AGO). Hereinafter, CCSO and AGO are collectively referred to as "Parties."

The State of Arizona, House of Representatives, Fifty-fifth Legislature, Second Regular Session 2022, House Bill 2862 (Ch. 313), appropriated to the AGO \$5,000,000 in opioid abatement funding. The purpose of this Agreement is to transfer \$250,000 of these appropriated funds from the AGO to CCSO to purchase opioid abatement outreach materials and to fund overtime for drug enforcement activities.

In consideration of the mutual promises set forth herein, the Parties hereby agree to the following terms and conditions:

1. CCSO shall purchase opioid abatement outreach materials pursuant to its procurement rules and regulations.
2. AGO shall provide funding in the amount of \$250,000 for the purchase of opioid abatement outreach materials and overtime for drug enforcement activities to CCSO.
3. CCSO shall provide copies of the quote or accepted bid proposal, purchase order(s), invoice(s) and/or receipt(s) for the purchase of the outreach materials to the AGO within 30 days of the purchase.
4. CCSO shall expend the \$250,000 for the opioid abatement outreach materials and overtime for drug enforcement activities prior to the end of the State's fiscal year (June 30, 2023).
5. CCSO will return any excess funds not utilized in the purchase of the system to the AGO prior to the end of the State's fiscal year (June 30, 2023).
6. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.
7. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this

provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. 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. In accordance with A.R.S. § 41-1461, et seq., and Executive Order 2009-9, CCSO shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
10. In accordance with A.R.S. §§ 35-214 and 35-215, the Parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the both Agencies shall produce the original of any or all such records.
11. In accordance with A.R.S. § 41-4401, CCSO warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.A.C. Section A.R.S. § 23-214, Subsection A.
12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Cochise County Sheriff
Attn: Sheriff Mark Dannels
205 N Judd Drive, Mile Post 345, Highway 80
Bisbee, AZ 85603
KBradshaw@cochise.az.gov

Office of the Arizona Attorney General
Attn: Cindy Palmer
Procurement Manager
2005 N Central Ave
Phoenix, AZ 85004
cindy.palmer@azag.gov

13. This agreement shall be effective upon execution by both parties and will be effective through June 30, 2023.
14. Each party shall have the right to terminate this Agreement in whole or in part, without cause by written notice effective thirty (30) days after mailing to the other party written notice of termination by certified mail return receipt requested. The termination shall be effective at the end of the 30 days. In the event that the monies required to be paid hereunder have been prepaid, a refund shall be provided on a pro rata basis determined by the time remaining from the effective date of the termination until the end of the prepaid period. In the event that the monies required to be paid hereunder have not been prepaid, the agency shall pay those fees on a pro rata basis up to the effective date of the termination.

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

COCHISE COUNTY SHERIFF'S OFFICE

OFFICE OF THE ARIZONA ATTORNEY GENERAL

Mark Dannels, Sheriff

Cindy Palmer, Procurement Manager

Date

Date