



Katie Hobbs
GOVERNOR

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

5645 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement (Amendment 1)
M22-0062

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

Agreement Title: Cochise County, Border Fencing and Technology, Laws 2022 Chapter 334, Section 1.

COCHISE COUNTY AGREEMENT ADMINISTRATORS

Cochise County
1415 Melody Lane, Bldg. 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
5645 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
205 N Judd Drive
Milepost 345, Highway 80
Bisbee, AZ 85603
Contact Name: CPT Randy Wilson, Project Manager
Phone Number: (520) 432-9505
Email: RWilson@cochise.az.gov



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**INTERAGENCY SERVICE AGREEMENT
AMENDMENT**

1. AMENDMENT #: 1	2. CONTRACT #: M22-0062	3. EFFECTIVE DATE OF AMENDMENT: February 10, 2023	4. PROGRAM: Border Fencing and Technology
5. CONTRACTOR/PROVIDER NAME AND ADDRESS: Cochise County 1415 Melody Lane, Building G. Bisbee, AZ 85603 and Cochise County Sheriff's Office 205 N Judd Drive Milepost 345, Highway 80 Bisbee, AZ 85603			
6. PURPOSE: To edit the wording within the original agreement terms.			

7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

Pursuant to the Agreement Terms, Provision Four, Amendments,

1. The following sentence shall be added to Provision Five, Budget, as the second line of the paragraph:

“DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the County.”

2. Provision Seven, Payment Mechanism, shall be changed from

“Beginning upon execution of this agreement, DEMMA shall distribute monthly payments to the County totaling \$9,069,000.00. The amount of \$9,069,000.00 has been apportioned into nine equal monthly payment amounts for each of the nine months in FY 2023 from October 2022 through June 2023. Each monthly payment amount shall not significantly exceed one ninth of the total appropriation amount, i.e., shall not significantly exceed \$1,007,666.67. Upon execution of this agreement, DEMMA shall advance to the County payment amounts for months already passed at the time of execution, and shall continue to make monthly payments to the County until such time as the sum equals \$9,069,000.00. Subsequent distributions of funds shall be advanced to the County monthly after having been received by DEMMA from the State Treasurer’s Office as outlined in Laws 2022, Chapter 313, Section 110. DEMMA will not make any further payments to the County after June 2023 pursuant to this agreement.”

To read:



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“Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the County.”

3. Addendum A., Scope of Work, Item 3, Purpose shall be changed from:

“Distribute to Cochise County the funds with which to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software and other surveillance equipment, and to pay administrative costs.”

To read:

“Reimburse Cochise County for the costs associated with constructing and maintaining a physical border fence; purchasing or installing border security technologies including cameras, sensors, drones, software and other surveillance equipment; and administrative costs.”

Electronic Submission: An electronic or portable document file (PDF) copy of this amendment shall serve as the original.

8. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

9. NAME OF AGREEMENT HOLDER: Cochise County	10. Arizona Department of Emergency & Military Affairs
SIGNATURE OF AUTHORIZED INDIVIDUAL:	SIGNATURE:
TYPED NAME: Ann S. English	TYPED NAME: Kyle A. Matthew
TITLE: Chairperson, Cochise County Board of Supervisors	TITLE: Chief Procurement Officer
DATE:	DATE:
9. NAME OF AGREEMENT HOLDER: Cochise County Sheriff's Office	
SIGNATURE OF AUTHORIZED INDIVIDUAL:	
TYPED NAME: Mark Dannels	



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TITLE:	Cochise County Sheriff
DATE:	