



Katie Hobbs
Governor

Elizabeth
Alvarado-Thorson
Director

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

ADOA Agreement Number DBFFY2341173301

This Agreement is entered into by and between **Cochise County** (hereinafter referred to as "**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. 5 of the Second Regular Session. Whereas \$1,500,000 was appropriated to the School Safety Fund established by ARS § 41-1733, to distribute to the Cochise County Sheriff's Office.

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 **July 1st, 2022** and shall remain in effect until **June 30th, 2026**.

2. Scope of Services

The Cochise County Sheriff's Office agrees to provide services related to the implementation, maintenance, and support of a school safety program, as described in Arizona Revised Statutes section 41-1733. The services will include the deployment of a secure multimedia data communication system to a user base consisting of public safety agencies and public schools throughout the state of Arizona, as well as training and support for end-users. The Cochise County Sheriff's Office will also provide ongoing technical support, maintenance, and upgrades to the system as necessary to ensure it remains in compliance with all applicable laws and regulations. The ADOA agrees to distribute funding for the school safety program through the State of Arizona School Safety Fund, subject to availability of funds and compliance with applicable laws and regulations.

The Cochise County Sheriff's Office acknowledges that the funds distributed by the ADOA are intended to establish and maintain a school safety program, as described in Arizona Revised Statutes section 41-1733, and may be used only for this purpose. The Sheriff's Office agrees to use the funds exclusively for the implementation, maintenance, and support of the school safety program. The parties acknowledge that any use of the funds for purposes other than those authorized under this Agreement may result in the termination of the Agreement and forfeiture of the remaining funds.

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

The Cochise County Sheriff's Office shall submit a report on or before November 1st of each year to the Joint Legislative Budget Committee of all expenditures made for the School Safety program in the preceding fiscal year.

5. Manner of Financing

The ADOA shall distribute the sum of \$1,500,000 to the Cochise County Sheriff's Office to establish and maintain a school safety program, as described in Arizona Revised Statutes section 41-1733. This distribution is based on the appropriated amount from the 2022 Chapter 313 Section 5, subject to the availability of funds and compliance with all applicable laws and regulations.

The Cochise County Sheriff's Office acknowledges that these funds are intended to be used exclusively for the implementation, maintenance, and support of the school safety program, and that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds. The parties agree to maintain accurate records of all expenditures related to the school safety program.

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. 5 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:

Cochise County:	ADOA:
Cochise County	Arizona Department of Administration
Attn: Mark Dannels, Sheriff	
205 N. Judd Drive	100 N. 15 th Avenue
Bisbee, AZ 85603	Suite 302
	Phoenix, AZ 85007
	ATTN: Michael Gurr
	Grants Administrator
Phone Number: 520-432-9505	Phone Number: 602-625-8325
E-Mail: mdannels@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: 

By: 
Elizabeth Alvarado-Thorson, Director

Date: May 23, 2023

Date: July 6, 2023