

**AGREEMENT
REGARDING
FENTANYL PROSECUTION, DIVERSION AND TESTING**

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as “DPS”, and Cochise County through the Cochise County Attorney’s Office, hereinafter referred to as “CCAO”.

The purpose of this Agreement shall be to enhance law enforcement services concerning criminal activities associated with the investigation, testing, and prosecution or diversion of crimes involving A.R.S. §13-3408 through the cooperative efforts of the parties to this Agreement.

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

This agreement provides Fiscal Year 2024 (July 1, 2023, through June 30, 2024) Fentanyl Prosecution, Diversion and Testing funding up to \$10,000 to be used for drug testing services for individuals participating in the Cochise County Drug Diversion program. Providing this service will alleviate the potential of testing as a cost deterrent preventing individuals from seeking help.

Quarterly, the CCAO will report statistical activity and progress for agreed upon performance measures (see attached *Addendum #1*). Additionally, ongoing information exchange and intelligence sharing will occur between CCAO and DPS.

II. REIMBURSEMENT

DPS agrees to reimburse CCAO for 70 units for individual fentanyl testing at a cost of \$7,000 and two fentanyl exposure response kits at a cost of \$3,000.

Evidence of expenditures shall be provided by June 30 or as soon as practicable, for the fiscal year just ended. Quarterly statistical reports shall be provided on the same schedule as the expenditure information.

III. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State 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, 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 because of termination under this paragraph.

IV. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-001, 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.

V. 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 of any person (including death) 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.

VI. RECORDKEEPING

All records regarding the Agreement, including officers’ time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. ARBITRATION

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.

IX. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2023, and shall expire on June 30, 2024. If funds are not allocated to support this agreement, DPS will provide written notice to CCAO notifying them of termination of funding and cancellation of the Agreement.

X. 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.

XI. 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. All property shall be returned to the owning party upon termination.

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

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

Brian McIntyre, County Attorney
Cochise County Attorney's Office
150 Quality Hill Rd.
P.O. Box Drawer CA
Bisbee, AZ 85603

XII. 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 provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director

Date: _____

COCHISE COUNTY

By: _____
Cochise County Board of Supervisors, Chairman

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

(ADDENDUM #1)
PERFORMANCE MEASURES
COCHISE COUNTY ATTORNEY’S OFFICE
FENTANYL PROSECUTION, DIVERSION AND TESTING

The quarterly statistics required by section II are:

STATISTICS	Fiscal Year-to-Date	Prior Quarter	Current Quarter
Currency (\$'s)			
Prohibited Possessors (#)			
Fentanyl (lbs.)			
Unknown/Other Drugs (lbs.)			
Seized Weapons (#)			
Stolen Vehicles (#)			
Felony Arrests (#)			
Misdemeanor Arrests (#)			

The above statistics shall pertain to work produced by the resources provided by this Agreement.