

AGREEMENT REGARDING LOCAL BORDER SUPPORT

This Agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and Cochise County ("County"). The County will perform some of its roles in this Agreement through the Cochise County Sheriff's Office ("CCSO").

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within Cochise County, through the cooperative efforts of DPS and the CCSO – Local Border Support, hereinafter referred to as "LBS."

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.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions.

I. PARTICIPATION

Utilizing Local Border Support ("LBS") funds, DPS agrees to fund, as further described in Section II, personal services, professional and outside services, travel, capital equipment, non-capital equipment and additional miscellaneous operating expenses.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for personnel, equipment and repair costs as requested in the Local Border Support application at a total of \$1.4 million. The award shall include salary and employee related expenses in the amount of \$700,000. Funding for jail and prosecutorial expenses estimated at \$300,000. Border center upgrades in the amount of \$150,000, nine (9) grapplers at the cost of \$55,000, a Spillman virtual server for \$15,000, and AZURE-cloud storage for SABRE camera data estimated at \$60,000. Funds to assist in border crime investigations in the amount of \$20,000 and \$100,000 for helicopter operations and personnel costs.

III. IMMIGRATION

Both parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

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 (including death) of any person 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 the deputies' time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

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

VIII. JURISDICTION

County agrees to permit its deputies to work outside of their regular jurisdictional boundaries.

IX. ARBITRATION

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§12-1518 and §§12-133.

X. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2025. All equipment must be received and fully paid for by June 30, 2025. Any funds unexpended will be deobligated and returned to DPS.

XII. AVAILABILITY OF FUNDS

Every payment obligation of DPS 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, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XIII. CANCELLATION

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

XIV. 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 purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

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

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

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N. Judd Drive.
Mile Post 345, Highway 80
Bisbee, Arizona 85603

XV. 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 provision 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 D. Glover, Director
Arizona Department of Public Safety

DATE: _____

COCHISE COUNTY

BY: _____
Ms. Peggy Judd, Chair

DATE: _____

ATTEST:

Ms. Sharon Gilman, Interim Clerk of the Board

DATE: _____

APPROVED:

BY: _____
Mark Dannels, Sheriff

DATE: _____