

**AGREEMENT
REGARDING
LAW ENFORCEMENT RETENTION INITIATIVES FUNDING**

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as “DPS”, and the City of Flagstaff, Arizona, hereinafter referred to as “the City”.

The purpose of this Agreement shall be to accomplish the provisions of Laws 2024, Chapter 209, Section 9 regarding funding for “Law enforcement retention initiatives”.

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

DPS agrees to transfer \$150,000.00 to the City, upon execution of the Agreement. Pursuant to Laws 2024, Chapter 209, Section 9, the City shall utilize such funds for recruitment and retention services and software from a vendor that:

1. Offers performance coaching services facilitated by qualified coaches who have been trained or vetted by current or former instructors of the Federal Bureau of Investigation National Academy.
2. Provides accessible coaching services through an online platform, which offers a wide array of coaching options and subject areas for law enforcement professionals.
3. Includes analytics to measure the impacts of recruitment and retention services, including assessments of individual officer or employee performance.
4. Offers a comprehensive recruitment audit and training program designed specifically for agency recruiters.
5. Provides software or technology solutions to support a variety of recruitment and retention activities within law enforcement agencies.

II. 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.

III. 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.

IV. 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.

V. RECORDKEEPING

All records regarding the Agreement, including procurement and financial records, must be retained for five (5) years after the termination of the agreement in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VI. FEES

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

VII. 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.

VIII. 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, 2024, and shall expire on June 30, 2025 or upon full expenditure of the funds, whichever comes last. If funds are not allocated to support this agreement, DPS will provide written notice to the City notifying them of termination of funding and cancellation of the Agreement.

IX. 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.

X. 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. Any notice required to be given under the Agreement will be provided by mail or e-mail to:

DPS Budget Office
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638
Grants@azdps.gov

Shannon Anderson
Sr Deputy City Manager, City of Flagstaff
sanderson@flagstaffaz.gov

XI. 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: _____

CITY OF FLAGSTAFF

By: _____
Becky Daggett
Mayor

Date: _____