

**INTERGOVERNMENTAL AGREEMENT
REGARDING
BORDER CRIMES UNIT**

This Intergovernmental Agreement (IGA) is entered into between Cochise County Board of Supervisors, Cochise County, Arizona, and the U.S. Border Patrol, hereinafter referred to as "Agency."

The purpose of this Agreement shall be to enhance law enforcement services between the Cochise County Sheriff's Office (CCSO) and the Agency, concerning crimes occurring within Cochise County, at or near the border, against its residents and immigrants, through the cooperative efforts of the CCSO and the Agency.

The Cochise County Board of Supervisors is authorized and empowered to enter into this IGA, obligating CCSO to this IGA, pursuant to A.R.S. § 11-251 and A.R.S. § 11-952. The Agency enters into this IGA pursuant to all appropriate governing statutory authorities and in furtherance of 8 U.S.C. § 1357.

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

The Agency agrees to assign U.S. Border Patrol Agents, herein referred to as "agents," to CCSO on a full-time basis for such assignments within the purposes of this IGA, as directed by CCSO. Said agents shall be deputized with "peace officer" status by the Cochise County Sheriff, pursuant to A.R.S. § 11-441 and A.R.S. § 13-3875. During this period of assignment, the Agency and CCSO agree to allow said agents to maintain all benefits, rights, and privileges available to said agent as if they were assigned on a full-time basis to the Agency. The assigned agents must wear either the Agency's uniform (official or rough duty) or civilian attire appropriate to the task being performed. The agents must abide by all of the applicable rules and regulations of the Agency, and is subject to its disciplinary process.

II. NONDISCRIMINATION

CCSO agrees to comply with the non-discriminatory provisions of the Governor's Executive Order 03-22. The Agency agrees to comply with all relevant Federal laws and Agency policies regarding nondiscrimination.

III. LIMITATION OF LIABILITY

A. For the purposes of worker's compensation, each party shall be solely liable for payment of worker's compensation benefits for its individual employees which is consistent with the provisions contained in A.R.S. § 23-1022(D) and § 23-1022(E). CCSO's obligations for worker's compensation are those defined in A.R.S. § 23-901 et seq. The worker's compensation obligations of the Agency are those governed by the Federal Employee's Compensation Act (FECA), 5 U.S.C. § 8101 et seq.

B. Except for the purposes of workers compensation as noted in the preceding paragraph of this article, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses, and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this agreement to the extent permitted by law. The Agency shall only be liable to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., or other federal law authorizing the waiver of sovereign immunity. Each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this agreement to the extent permitted by law. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this agreement liability insurance. Alternatively, the parties may fulfill their obligations by programs of self-insurance providing protection.

IV. TERMINATION

Either party may terminate this agreement for convenience or cause upon thirty (30) days written notice to the other party. All property shall be returned to the owning party upon termination. Any notice required to be given under this Agreement will be provided by mail to:

Mark J. Dannels
Cochise County Sheriff
205 North Judd Drive
Bisbee, Arizona 85603

Chief Patrol Agent
U.S. Border Patrol
2430 S. Swan Rd.
Tucson, Arizona 85711-6565

V. RECORDKEEPING

All records regarding the IGA, including agent's 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.

VI. FEES

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

VII. JURISDICTION

The Agency's officers are to act pursuant to their federal law enforcement authorities under 8 U.S.C. § 1357 and consistent with Agency rules and policies. The Agency's officers in furtherance of the Agency's enforcement of immigration, anti-terrorism and drug laws, may act as state peace officers provided these officers receive the necessary training and certification as peace officers.

VII. EFFECTIVE DATE/DURATION

Intergovernmental Agreement – Border Crimes Unit
Cochise County Contract No. _____
Cochise County Board of Supervisors/U.S. Border Patrol

This Agreement shall become effective upon the execution of (3) originals by the parties hereto, and upon one (1) being filed with the Cochise County Recorder. This Agreement shall be for a term of one (1) year after the IGA has become effective, but shall automatically renew itself upon the first day of the following year not to exceed five (5) years, if CCSO sends out a written notice of funding availability to the Agency within thirty (30) days prior to the end of each year. All prior agreements between Cochise County Board of Supervisors and the Agency or CCSO and the Agency regarding the Border Crimes Unit are cancelled as of the effective date of this Agreement.

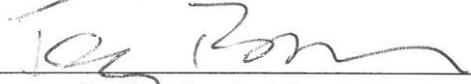
IX. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. § 38-511. The parties hereto have caused this IGA to be executed by the proper officers and officials.

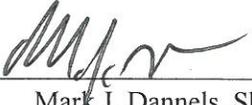
COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____ DATE: _____
Ann English, Chairman

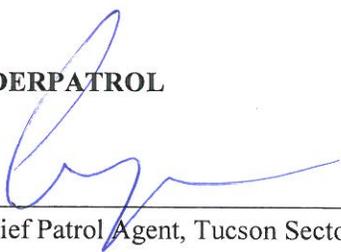
APPROVED AS TO FORM:

 _____ DATE: July 11, 2013
Cochise County Attorney

COCHISE COUNTY SHERIFF

BY:  _____ DATE: 07/11/2013
Mark J. Dannels, Sherriff

U. S. BORDERPATROL

BY:  _____ DATE: 6/20/13
Chief Patrol Agent, Tucson Sector

APPROVED AS TO FORM:¹

¹ Agency counsel is not required to approve the form of this agreement. According to A.R.S. § 11-952E, "A federal department or agency which is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the federal department or agency unless required under federal law."