

**AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND THE COCHISE COUNTY SHERIFF'S OFFICE REGARDING
THE COCHISE COUNTY REGIONAL COMMUNICATIONS CENTER**

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

The purpose of this Agreement is to enhance law enforcement services in Cochise County and surrounding areas by providing funding to assist in the building of a regional dispatch center, which is the third and final phase of the Cochise County regional communications project. This regional dispatch center will provide both data and radio services and ultimately allow for all public safety agencies within Cochise County, including **DPS** to be dispatched out of the same facility.

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. **CCSO** is authorized and empowered pursuant to §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

Utilizing funds provided by **DPS**, **CCSO** agrees to complete the third and final phase of the regional communication plan which was initiated in March 2013 by the **CCSO** and the Sierra Vista Police Department (SVPD). This third and final phase consists of building a regional dispatch center.

In consideration of funds provided by **DPS**, **CCSO** shall provide space and equipment within the completed regional dispatch center for a **DPS** employee to perform dispatch services for **DPS**. In lieu of space and equipment for a **DPS** dispatcher, **CCSO** agrees to provide dispatch services to **DPS** for a period of five (5) years from the date that the center is operational. **DPS** shall have sole discretion in determining whether to have a **DPS** employee in the center or to utilize **CCSO** services.

During any period that a **DPS** dispatcher provides services in the regional operations center, **CCSO** and **DPS** agree that said employee will maintain all benefits, rights, and privileges available to said employee as a **DPS** employee. The assigned **DPS** employee shall abide by all of the applicable rules and regulations of **DPS** and those of the regional dispatch center. The employee is subject to the **DPS** disciplinary process. **CCSO** supervisors will have supervisory authority over the **DPS** employee but will not have the ability to discipline the **DPS** employee. Complaints regarding the actions of the **DPS** employee shall be forwarded to the **DPS** Operational Communications Center Manager.

II. FUNDING

DPS agrees to provide **CCSO** a total amount of one million dollars (\$1,000,000) to build the regional dispatch center. This amount shall be transferred within thirty (30) days of execution of this Agreement. **DPS** is not obligated to fund the full cost of the regional communications center as these funds are intended solely as a supplement to a multi-phase project.

CCSO agrees to use the funding provided by **DPS** for purposes to include: architect fees, building contractor fees, engineering fees (electrical, mechanical, etc.), permits and inspection fees, construction costs for a free standing building, movement and installation of existing E911 equipment, moving and installation of existing radio equipment, moving and installation of existing servers, and for installation of new radio consoles and office furniture.

CCSO agrees to provide to **DPS** by the 15th day of each month after the execution of this agreement a report of the previous month's progress on the regional dispatch center. This report shall also include any expenditure of funds in relation to the fees outlined in this agreement.

In the event that any of the funds transferred under this agreement are not used for the purposes specified in this agreement, those unused funds shall be transferred back to **DPS**.

III. RECORDKEEPING

All records regarding the agreement, including the **DPS** trooper's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, *Inspection and audit of contract provisions*.

IV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the final signature is obtained and shall remain in effect until June 30, 2017. Thereafter, the duration of this agreement shall commence on the first day of the new fiscal year, July 1st, and shall be effective through the end of the fiscal year, June 30th, and shall automatically renew annually on each subsequent July 1st for a period of time not to exceed five (5) years from July 1, 2017, or five (5) years from the date the regional dispatch center becomes operational, whichever is longer.

This agreement may be renewed upon expiration of the term through a written amendment.

V. IMMIGRATION

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

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

VII. 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.

VIII. FEES

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

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. 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.

XII. 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.

XIII. TERMINATION

Either party may terminate this agreement upon thirty (30) days written notice to the other. **DPS** may terminate the Agreement upon thirty (30) days written notice to **CCSO** if **CCSO** fails to provide monthly updates on the progress of the project as provided in Section II. Upon either party's termination, **CCSO** shall repay any remaining amounts that have not been obligated up through the time upon which the termination becomes effective. Within thirty days of termination a final report on the status of the project and a detailed accounting of the funds expended shall be provided to **DPS** or **CCSO** shall return the entire amount of funds provided pursuant to this agreement to **DPS**.

XIV. RENEWAL OF AGREEMENT

If permitted by law, this Agreement may be renewed for additional terms upon mutual agreement of both parties and by both parties signing an Addendum to this Agreement. **DPS** shall schedule a review of this Agreement no less than sixty (60) calendar days prior to the expiration date. Upon agreement, **DPS** shall prepare an Addendum for an additional period for both parties' signatures. If either agency intends NOT to renew, written notice shall be given to the other party at least sixty (60) calendar days prior to the renewal date.

XV. FULL AGREEMENT/AMENDMENT

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. Any changes to this agreement shall be in writing, signed by both parties and shall reference this agreement.

XVI. NOTICE

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

Colonel Frank L. Milstead
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1000
Phoenix, Arizona 85005-6638

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

XVII. 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: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

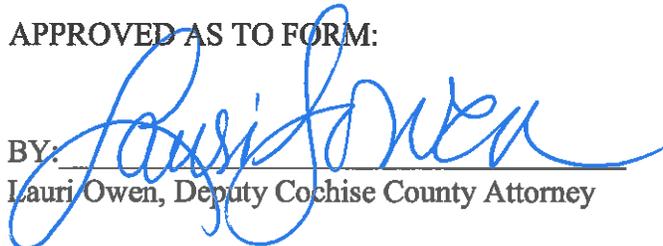
DATE: 8-16-16

COCHISE COUNTY SHERIFF'S OFFICE

BY: 
Sheriff Mark Dannels

DATE: 8/18/16

APPROVED AS TO FORM:

BY: 
Lauri Owen, Deputy Cochise County Attorney

DATE: 8/17/2016

COCHISE COUNTY BOARD OF SUPERVISORS

BY: _____

DATE: _____

ATTEST: Clerk of the Board

DATE: _____