

**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 Yuma County Sheriff (YCS). YCS will perform its roles in this Agreement.

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 Yuma County, through the cooperative efforts of DPS and the YCS – 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, capital and non-capital equipment.

II. DISBURSEMENT

DPS agrees to disburse LBS funding for equipment as requested in the Local Border Support application at a total of \$2,751,700.02. The award shall include funding in the amount of \$1,360,000.02 for dispatch radio consoles for the Yuma County Primary (two consoles for Yuma County Sheriff, two consoles for San Luis Police Department, two consoles for Somerton Police Department, one console for Yuma County Juvenile Justice Court, two consoles for Cocopah Police Department, two consoles for Quechan Police Department, and one console for Arizona West College Police Department).

Funding in the amount of \$570,000 is awarded for dispatch radio consoles for Yuma County Interoperability. This award shall include funding in the amount of \$500,000 for the La Paz County Primary: \$250,000 for the La Paz County Sheriff's Office and \$250,000 for the Colorado River Indian Tribe Police Department.

This award shall also include funding for the Yuma County Detention Facility in the amount of \$256,700 for miscellaneous equipment and funding for one (1) semi-truck in the amount of \$65,000.

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

YCSO 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, 2024 and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 30, 2026. 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 Leon N. Wilmot
Yuma County Sheriff
141 S. 3rd Avenue
Yuma, AZ 85364

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: 5/27/2025

YUMA COUNTY

BY: 
Mr. Martin Porchas, Chair

DATE: 5-5-25

ATTEST:


Clerk of the Board

DATE: 05/05/25

APPROVED:

BY: 
Sheriff Leon Wilmot

DATE: 05/14/2025

ARIZONA DEPARTMENT OF PUBLIC SAFETY
INTEROFFICE MEMORANDUM



JEFFREY GLOVER
DIRECTOR

DATE: May 19, 2025

TO: Lt. Colonel Deston Coleman, Deputy Director

FROM: Dreamlyn Williams, Highway Patrol Impact & Strategy Manager

SUBJECT: **LOCAL BORDER SUPPORT AGREEMENTS**

FOR: Action Decision Information Signature

Local Border Support agreements have signed and returned by the following agency:

- Yuma CSO in the amount of \$2,751,700.02

The provided agreement will need to be signed and fully executed by the Director or Deputy Director. Please feel free to contact me with any questions.