

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 the City of Yuma through the Yuma Police Department, hereinafter referred to as “YPD”.

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 the 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 conditions.

I. PARTICIPATION

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 the City of Yuma, through cooperative efforts of DPS and the YPD - Local Border Support, hereinafter referred to as “LBS.”

Additionally, ongoing information exchange and intelligence sharing will occur between DPS and YPD.

II. DISBURSMENT AND REPORTING

DPS agrees to disburse LBS funding as requested in the Local Border Support application at a total of \$971,723.75.

Category	Description	Amount
Equipment	Viavi CX300 Service Monitor	\$ 61,137.69
Equipment	Anritsu Land Mobile Radio (LMR) Site Spectrum Analyzer	\$ 76,544.61
Equipment	(6) Emergency Backup Dispatch Console	\$ 834,041.45

At the close of the agreement’s performance period, a summary and evidence of expenditures shall be prepared and submitted to DPS. The end of program summary report shall be received electronically no later than the last business day of the month immediately following the month in which all grant funds are exhausted or June 30, 2027, whichever is earlier. Expenditures must align with the approved budget and be incurred within the performance period.

III. IMMIGRATION

DPS and YPD agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NON-DISCRIMINATION

DPS and YPD agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

V. INDEMNIFICATION

DPS and YPD (as "Indemnitor") agree to indemnify, defend, and hold harmless the other party (as "Indemnatee") 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 Indemnatee, 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 time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

VII. FEES

In no event shall DPS or YPD charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

YPD agrees to permit its staff 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 DPS or YPD from participating in similar activities with other public or private agencies, organization, and individuals. Nothing in this agreement shall be construed as limiting or expanding statutory responsibilities of the parties.

XI. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on July 1, 2025, and shall remain in effect until June 30, 2027. All equipment must be received and fully paid for by June 30, 2027. Any funds unexpended will be de-obligated 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

DPS and YPD 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:

Mike Dodd, Budget Officer
 Arizona Department of Public Safety
 P.O. Box 6638, Mail Drop 1330
 Phoenix, AZ 85005-6638

Thomas Garrity, Chief of Police
 Yuma Police Department
 1500 S 1st 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 all 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: _____

CITY OF YUMA

BY: _____
 John D. Simonton, City Administrator

DATE: _____

ATTEST

BY: _____
 Lynda Bushong, City Clerk

DATE: _____

APPROVED AS TO FORM

BY: _____
 Richard W. Files, City Attorney

DATE: _____