AGREEMENT REGARDING
ANTI-HUMAN TRAFFICKING

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."

The purpose of the Agreement shall be the enhance law enforcement services that reduce human trafficking within the state as allowed in A.R.S. § 26-106 through the cooperative efforts of the parties to this Agreement.

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

This agreement provides Fiscal Year 2026 (July 1, 2025 through June 30, 2026) Anti-Human Trafficking funding up to $11,500.00 for equipment.

Quarterly, the YPD will report statistical activity and progress for the agreed upon performance measures. Additionally, ongoing information exchange and intelligence sharing will occur between DPS and YPD.

II. REIMBURSMENT

DPS agrees to reimburse YPD for equipment up to $11,500. License Plate Readers (LPRs) are not permissible.

Category	Description	Amount
Equipment	(3) Tracker Technology	$ 1,500
Equipment	Alternate Light Source	$ 10,000

Evidence of expenditures shall be provided by June 30, 2026, or as soon as practicable, for the fiscal year just ended. Quarterly statistical reports shall be provided on the same schedule as the expenditure information. Expenditures must align with the approved budget and be incurred within the performance period.

III. NON-AVAILABILITY OF FUNDS

Every payment obligation of 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, the 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 as a result of termination under this paragraph.

IV.   NON-DISCRIMINATION

The parties shall comply with the non-discrimination provisions of the Governor's 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 the applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

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 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.

VI.   RECORDKEEPING

All records regarding the Agreement, including the officers' 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.

VII.   FEES

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

VIII.   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.

IX.   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, 2025, and shall expire June 30, 2026. If funds are not allocated to support this agreement, DPS will provide written notice to YPD notifying them of the termination of funding and cancellation of this Agreement.

X.   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.

XI.   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 shall be returned to the owning party upon termination.

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

Mike Dodd, Budget Officer   Thomas Garrity, Chief of Police
Arizona Department of Public Safety   Yuma Police Department
P.O. Box 6638, Mail Drop 1330   1500 S 1st Avenue
Phoenix, AZ 85005-6638   Yuma, AZ 85364

XII.   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: _____   DATE: _____
    Jeffrey D. Glover, Director
    Arizona Department of Public Safety

CITY OF YUMA

BY: _____   DATE: _____
    John D. Simonton, City Administrator

ATTEST

BY: _____   DATE: _____
    Lynda Bushong, City Clerk

APPROVED AS TO FORM

BY: _____   DATE: _____
    Richard W. Files, City Attorney