



Katie Hobbs  
GOVERNOR

**STATE OF ARIZONA  
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS**

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Agreement Type: Agreement  
M24-0012

Effective Date: October 1, 2022  
Termination Date: September 30, 2027

**Agreement Title: Pinal County, Border Fencing and Technology, Laws 2022 Chapter 334, Section 1.**

**PINAL COUNTY AGREEMENT ADMINISTRATORS**

Pinal County  
135 N Pinal Street  
Florence, AZ 85132

Contact Name: Mike Goodman, Board of Supervisor Chairman  
Phone Number: (520) 866-8080  
Email: [mike.goodman@pinal.gov](mailto:mike.goodman@pinal.gov)

Pinal County Sheriff's Office  
971 N Jason Lopez Circle, Building C  
Florence, AZ 85132  
Contact Name: Mark Lamb, Sheriff  
Phone Number: (520) 866-5111  
Email: [mark.lamb@pinal.gov](mailto:mark.lamb@pinal.gov)

**DEMA AGREEMENT ADMINISTRATOR**

Arizona Department of Emergency and Military Affairs  
5645 East McDowell Road,  
Bldg. M5800  
Phoenix, AZ 85008  
Contact Name: Kyle Matthew, Chief Procurement Officer  
Phone Number: (602) 464-6491  
Email: [Kyle.Matthew@azdema.gov](mailto:Kyle.Matthew@azdema.gov)

**THIS AGREEMENT**, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **PINAL COUNTY** and the **PINAL COUNTY SHERIFF'S OFFICE** [hereinafter referred to together as "County", authorized to contract pursuant to A.R.S. § 11-201]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the County and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the County for the purposes outlined in Section 26-105, Arizona Revised Statutes.



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**IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement**

**Executed this day by the duly authorized officer of the Eligible Entity:**

<b>Pinal County</b>	<b>Arizona Department of Emergency and Military Affairs</b>
<b>Signature</b>	<b>Signature</b>
<b>Printed Name</b> Mike Goodman	<b>Printed Name</b> Major General Kerry L. Muehlenbeck
<b>Title</b> Board of Supervisor Chairman	<b>Title</b> The Adjutant General
<b>Date</b> _____	<b>The above referenced Agreement is hereby executed this</b>  _____ <b>Day of</b> _____, 20_____

<b>Pinal County Sheriff's Office</b>
<b>Signature</b>
<b>Printed Name</b> Mark Lamb
<b>Title</b> Sheriff
<b>Date</b> _____



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### AGREEMENT TERMS

**1. Recitals:** The purpose of this Agreement is to define the terms under which DEMA will provide funds to the County with which to construct and maintain a physical border fence, to purchase or install border security technologies including cameras, sensors, drones, software, and other surveillance equipment, and to pay administrative costs, conducted by the County to be reimbursed by DEMA.

**2. Definitions:** The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

**2.1.** "A.R.S." means Arizona Revised Statutes.

**2.2.** "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and Pinal County and the Pinal County Sheriff's Office together (The County), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

**2.3.** "County" means Pinal County and the Pinal County Sheriff's Office together, unless context requires that they be treated as separate entities. Unless treated as separate entities, Pinal County and the Pinal County Sheriff's Office shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

**2.4** "FY" means State Fiscal Year.

**2.5.** "Party" and/or "Parties" means DEMA and/or Pinal County.

**2.6.** "Project" means activities conducted within Scope of Work and from Border Security funds.

**2.7.** "State" means the State of Arizona.

**3. Access to Information:** Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

**4. Amendment:** This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating Pinal County and the Pinal County Sheriff's Office as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating Pinal County and the Pinal County Sheriff's Office as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

**4.1. Addendum Amendments:** Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.



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**5. Budget:** The amount of \$9,450,000.00 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the County. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the County under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the County under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the County for the purposes identified in this Agreement and shall be used to supplement funds already available to the County for the purposes identified in this Agreement.

**6. Non-Availability of Funds:** Pursuant to A.R.S. § 35-154(A), every payment obligation 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 this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**7. Payment Mechanism:** Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the County.

### **8. Conflict Resolution Procedures:**

**8.1.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

**8.2.** In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

**8.3.** 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.

**9. Assignment:** Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

**10. Conflict of Interest:** Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

**11. Agreement Term:** The term of this Agreement shall be from October 1, 2022, to September 30, 2027.

**12. Effective Date:** This Agreement shall become effective upon the date of the last signatory's signature

### **13. Notices, Correspondence, Reports:**

**13.1.** Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:



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<b>For Pinal County:</b>	<b>For DEMA:</b>
<b>Name:</b> James Rimmer	<b>Name:</b> Darlene Quihuis
<b>Title:</b> Lieutenant	<b>Title:</b> Assistant Director
<b>Phone:</b> (520) 709-2122	<b>Phone:</b> (602) 464-6454
<b>Email:</b> <a href="mailto:james.rimmer@pinal.gov">james.rimmer@pinal.gov</a>	<b>Email:</b> <a href="mailto:Darlene.Quihuis@azdema.gov">Darlene.Quihuis@azdema.gov</a>

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

<b>For Pinal County:</b>	<b>For DEMA:</b>
<b>Name:</b> Matthew Thomas	<b>Name:</b> Kyle A. Matthew
<b>Title:</b> Chief	<b>Title:</b> Chief Procurement Officer
<b>Address:</b> 971 N Jason Lopez Circle, Building C Florence, AZ 85132	<b>Address:</b> 5645 East McDowell Road, Phoenix AZ 85008
<b>Phone:</b> (520) 866-5111	<b>Phone:</b> (602) 464-6491
<b>Email:</b> <a href="mailto:matthew.thomas@pinal.gov">matthew.thomas@pinal.gov</a>	<b>Email:</b> <a href="mailto:Kyle.Matthew@azdema.gov">Kyle.Matthew@azdema.gov</a>

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. **Ownership of Information:** Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The County shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. **Project Review:** It is the responsibility of the County to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the County shall provide to DEMA within 15 calendar days of DEMA’s request.



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**16. Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

### **17. Termination:**

**17.1.** DEMA or the County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the County, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the County without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

**17.2.** In the event the Agreement is terminated, the County shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the County may be required.

**17.3.** Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the County's expense.

**18. Indemnification:** Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (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, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the County utilize contractor(s), the County's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Pinal County, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name Pinal County, the State of



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Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of Pinal County, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

**19. E-Verify:** To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

**20. Waiver:** The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

**21. Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the County shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to 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 that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

**22. Implied Consent Terms:** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

**23. Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

**24. Lobbying:** Upon signature of this Agreement, the County shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The County shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

**25. Antitrust Recovery:** The County assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the County toward fulfillment of this Agreement.

**26. Compliance with Laws.** The County agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.



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**ADDENDUM A**  
**SCOPE OF WORK**

1. **Project Title:** Pinal County, Border Fencing and Technology.
2. **Project Timeline:** October 1, 2022 to September 30, 2027.
3. **Purpose:**
  - a. Reimburse Pinal County will utilize the requested contractual funding agreement (aircraft lease) for the detection, determent, interdiction, apprehension, and prosecution of individuals associated with or involved in human and drug trafficking in direct relation to border related crimes.
4. **Tasks:**
  - a. Purchase supplies and equipment in accordance with the budget approved by DEMA. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
  - a. Not to exceed \$9,450,000.00.
6. **Reporting Requirements and Deliverables:**

TABLE 3				
Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <b><u>Period of Performance:</u></b> <b>Qtr. 1:</b> July 1 – Sept. 30 <b>Qtr. 2:</b> Oct.1 – Dec.31 <b>Qtr. 3:</b> Jan.1 - March 31 <b>Qtr. 4:</b> April 1 - June 30	<b>Qtr. 1:</b> Oct. 15 <b>Qtr. 2:</b> Jan. 15 <b>Qtr. 3:</b> April 15 <b>Qtr. 4:</b> July 15  In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov  with a copy to: Dema.Finance@azdema.gov
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov  with a copy to: Dema.Finance@azdema.gov



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**TABLE 3**

<b>Timeframe</b>	<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Send To:</b>
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period.  <u><b>Period of Performance:</b></u> <b>Qtr. 1:</b> July 1 – Sept. 30 <b>Qtr. 2:</b> Oct.1 – Dec.31 <b>Qtr. 3:</b> Jan.1 - March 31 <b>Qtr. 4:</b> April 1 - June 30	<b>Qtr. 1:</b> Oct. 15 <b>Qtr. 2:</b> Jan. 15 <b>Qtr. 3:</b> April 15 <b>Qtr. 4:</b> July 15  In the event that the 15 <sup>th</sup> falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov  with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov  with a copy to: Dema.Finance@azdema.gov

**7. Additional Requirements:**

- a. Ensure all procurement of goods and services are following established applicable procurement law and the County’s written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.
- b. All Border Security funds must be accounted for by the County in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



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**ADDENDUM B**  
**PRICE SHEET**

**Budget October 1, 2022, to September 30, 2027**

<b>ACCOUNT CLASSIFICATION</b>	<b>AMOUNT</b>
Personnel (Not Applicable)	\$0
Fringe (Not Applicable)	\$0
Travel (Not Applicable)	\$0
Equipment (Not Applicable)	\$0
Supplies (Not Applicable)	\$0
Contractual	\$9,450,000.00
Other (Not Applicable)	\$0
<b>Total Direct Costs</b>	<b>\$9,450,000.00</b>
Administration	\$0
<b>TOTAL (Not to Exceed)</b>	<b>\$9,450,000.00</b>

With prior written approval, the County is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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**ADDENDUM C**  
**BUDGET AND JUSTIFICATION**  
October 1, 2022, to September 30, 2027

- A. **Personnel: Not Applicable**
- B. **Fringe Benefits: Not Applicable**
- C. **Travel: Not Applicable**
- D. **Equipment (Over \$5,000 per item): Not Applicable**
- E. **Supplies: (Items Costing Less Than \$5,000.00 per unit) Not Applicable**
- F. **Contractual: \$9,450,000.00**

Name (1)	Service (2)	Rate (3)	Other (4)	Total Cost (5)
Financial Leasing Company	Helicopter Lease	Down Payment \$5,000,000.00 Annual Lease \$890,000.00	5 Year Lease	\$9,450,000.00

<b>TOTAL CONTRACTUAL REQUEST</b>	<b>\$9,450,000.00</b>
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***JUSTIFICATION:***

The Pinal County Sheriff’s Office operational objective is to utilize the requested contractual funding agreement (aircraft lease) for the detection, determent, interdiction, apprehension, and prosecution of individuals associated with or involved in human and drug trafficking in direct relation to border related crimes. In addition, a leased aircraft will enhance and support current search & rescue missions of injured individuals, including migrants and law enforcement officers.

The Pinal County Sheriff’s Office Aviation Unit provides support throughout the State of Arizona through long standing partnerships with agencies and departments throughout the state. This includes providing support for border related activities, such as interdiction, surveillance, and search & rescue operations. These partnerships include the United States Border Patrol, Bureau of Land Management, Homeland Security Investigations, local Sheriff’s Offices, Police Departments, and the Bureau of Indian Affairs. Our aircraft are regularly scheduled to assist any agency with requests for border related activities, tactical related incidents, and rescues of injured individuals including migrants



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and law enforcement officers. We are seeking to enhance our capabilities and increase safety through modernization of our aircraft to continue our fight in border interdiction and border related rescue capabilities. PCSO currently staffs the Aviation Unit with full time pilots, mechanics, and tactical flight officers along with an Aviation Unit Commander.

PCSO is requesting funding to lease an aircraft to expand capabilities to better serve Pinal County communities and activities directly related to border security. Currently, the aviation unit is operating 2 helicopters, a Bell OH58 and a Bell UH1 Huey. Our Bell UH1 Huey is rescue equipped and fully capable of completing search & rescue operations, with limited surveillance capabilities. Our Bell OH58 has limited operational and surveillance use, due to power and passenger limitations. Should the funding be granted a new modern, and fully equipped helicopter would increase our operational capability without interruption or limitations.

Furthermore, PCSO's current aircraft fleet is aging. Our helicopters are 50 years old and the airplane 15 years old. These aging aircraft are becoming less affordable and more difficult to maintain due to a lack of available parts. The requested aircraft would provide modern airframes offering less maintenance downtime, better parts availability, and the latest in sensor and rescue technology.

Pinal County Sheriff's Office is requesting to lease a fully equipped Bell 407 helicopter through Bell Helicopters/Textron Financial Corporation & Partners. The Bell 407 was chosen by the PCSO Aviation Unit due to its multi-mission role capabilities. In choosing an airframe that best suits PCSO's operational objectives, we selected airframes that are proven in the law enforcement and search & rescue role. The Bell 407 helicopter and its capabilities are most cost effective in comparison to other aircraft available on the market, and that are currently being used by law enforcement in the State of Arizona. More importantly, the Bell 407 offers the latest in safety advances and technology. The Bell 407 has one of the best powers to weight ratios for single engine helicopters and is more efficient and has a longer flight time than our Huey, with a flight time of 4 hours, and a range of 337 nautical miles at max takeoff weight. Coupled with enhanced avionics and autopilot features increase safety by offering state of the art digital controls, which reduce workload, enhance crew resource management, and single pilot resource management. This reduces pilot fatigue and also increases situational awareness. Autopilot with Instrument Flight Rule (IFR) equipment offer enhanced safety in cases of inadvertent instrument meteorological (weather) conditions. The Bell 407 is proven to be more reliable, faster, and more cost effective for PCSO aviation missions.

Additionally, the Bell 407 will be equipped with a rescue hoist to expedite life saving measures, enhance tactical abilities to insert and extract personnel. In addition to the hoist, a human external cargo hook and high visibility vertical reference kit along with high visibility doors are included as another rescue option for rescue work and cargo (short haul) long line operations. The Bell 407 will also have rappel capabilities to quickly insert personnel. A full light weight intelligence, surveillance & reconnaissance (ISR) camera system and spotlight would enhance surveillance capabilities during pursuits and investigative incidents.

Pinal County Sheriff's Office has seen a recent increase in pursuits of vehicles directly related to drug trafficking and human smuggling. These pursuits endanger the general motoring public, as well as put the migrants themselves at risk. Air assets have proven to be effective in mitigating risk associated with pursuits and fleeing suspects by reducing injury to the public, suspects and law enforcement.



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GOVERNOR

## STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road  
Phoenix, Arizona 85008-3495  
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck  
THE ADJUTANT GENERAL

Our intention with the new aircraft would be to provide a higher percentage of flight time to border operations. As of November, 2023 the PCSO Aviation Unit has been responsible for assisting in the apprehension of 436 illegal immigrants, conducted 73 victim rescues, and completed 30 search and rescue missions, of which 70 percent of these rescue missions were migrant related. Furthermore, PCSO Aviation Unit has performed 121 United States Border Patrol air assists along the southwest border in 2023. Through dedicated partnerships PCSO Aviation Unit routinely participates in working remotely on the southwest border alongside the USBP for longer deployments and 24-hour coverage known as “Camps.” These camps allow the PCSO Aviation Unit to provide critical and immediate air support to USBP throughout the southern region of the state. By providing a full rescue crew, pilots, and aircraft PCSO Aviation Unit is often the primary and only air asset for responding to calls for service and rescuing migrants in need of serious medical or lifesaving attention. In many situations PCSO Aviation Unit is the only lifeline for migrants in serious medical distress. At which time our rescue crews provide immediate stabilizing medical attention while delivering the patient to advanced care for continued treatment. These situations are better referred to as the “Golden Hour,” in emergency situations PCSO Aviation Unit can reach distressed migrants during this time in a fraction of what it takes ground vehicles to respond. This is crucial especially for those suffering from injuries, dehydration, or hyperthermia, where rapid medical attention can be lifesaving. Our response to these situations save lives that would otherwise perish in these rugged remote areas. This is extremely important to the Pinal County Sheriff’s Office and the United States Border Patrol as the current border crisis is straining USBP resources. PCSO Aviation Unit’s continued and dedicated partnership has provided relief to a strained USBP staff and has allowed continuous aviation and search & rescue resources to those in need without interruption. Providing this support and resource plays a crucial role in life-saving migrant related rescues, providing invaluable assistance in locating and rescuing individuals in often harsh and remote terrain. Without our ability to assist USBP, the problem would be much worse.

Outside of Air & Marine, PCSO Aviation Unit is the only unit in the state that provides onsite 24-hour air support coverage to USBP, and the only unit in the country that participates in camps, which we have been doing since 2017. PCSO Aviation Unit has been primarily conducting border related operations since circa 2011.

PCSO Aviation Unit tracks all border related activities, in-house statistics and USBP daily activity reports. These reports help us to trend activities, focus better on deployments, and detail work completed. These statistics include flight hours, pursuits, and rescues, apprehensions, outside agency assists, patrol assists, searches, and USBP air requests. PCSO Aviation Unit anticipates that the requested equipment will improve statistics and increase operational readiness by providing more support in direct relation to border enforcement. The PCSO Aviation Unit has provided support to our Deputies and outside agencies for over a decade. PCSO Aviation Unit’s primary objective has always been border enforcement and search and rescue. With the new aircraft, we are projecting to double the flight time provided to border related enforcement and border rescues. The increase in flight time and availability will be tracked and supported with future statistics and shared as requested through daily activity reports when flying with USBP. More importantly, the new aircraft will provide more consistent air support with minimal to no gaps in coverage due to maintenance. Currently PCSO experiences gaps in providing operational coverage due to maintenance of aircraft. These coverage gaps on average keep us grounded for 90 to 100 days, annually. With the addition of a new Bell 407, and the staggering of aircraft maintenance will allow PCSO to continuously provide air support services to the community and law enforcement partners on a more continuous and consistent basis.



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Should funding be approved PCSO Aviation Unit would order the aircraft to specification. The Bell 407 would be delivered mission ready with no additional delays for up-fitting of law enforcement mission equipment.

The Pinal County Sheriff's Office is currently requesting \$9,450,00.00 in contractual resources to enter into a lease agreement with Bell Helicopters/Textron Financial Corporation & Partners. PCSO is seeking to lease a newer more capable aircraft, a Bell 407. This funding will allow Pinal County Sheriff's Office to:

- Provide quick access to smuggling corridors, both urban and remote areas. This serves to both maintain digital surveillance through state-of-the-art equipment and respond immediately when smugglers are identified.
- Provide immediate medical and rescue response for injured people (both law enforcement and migrants) in remote locations.
- Provide Search and Rescue support.
- Provide the ability to safely monitor fleeing vehicles and strategically stage resources ahead of fleeing vehicles to bring potentially deadly pursuits to a safer conclusion.

This aircraft will greatly enhance our current missions. The following explanation provides the benefits this aircraft can provide to Pinal County Sheriff's Office:

### **Bell 407**

Cruises at 133 knots, which is roughly 30 knots faster than the Huey. This reduces time to target and increases station time to assist with calls for service. Increased speed to call for service increases survivability for those in need of rescue and increases the ability to provide critical air support for law enforcement on the ground. The increased cruising speed also reduces cost of airframe components and lowers fuel consumption costs by reducing the flight time required to accomplish missions.

Provides the ability to safely monitor fleeing vehicles and strategically stage resources ahead of fleeing vehicles to bring potentially deadly pursuits to a safer conclusion. Reducing liability and providing extra safety precautions for the motoring public.

The Bell 407 requires lower maintenance and fuel costs by one-half when compared to a medium lift helicopter. Maintenance, support, and parts availability are greatly increased worldwide due to the popularity and commonality of the airframe. The increased parts availability and maintenance facilities reduce downtime and costs.

The Bell 407 is a popular rescue and patrol platform for Law Enforcement agencies nationwide. The Bell 407 has also been the Arizona Department of Public Safety's primary rescue helicopter for decades. It is also heavily utilized and relied upon in the civilian aviation industry by medical, tour, and utility companies worldwide.

Bell factory pilot and mechanic training is included in the fund request as part of the aircraft lease agreement.

Bell anticipates 10–12-month lead time for completion of aircraft.

### **G. Other: Not Applicable**



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**H. Total Direct Charges:**

<b>TOTAL DIRECT CHARGES</b>	<b>\$9,450,000.00</b>
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**I. Administration:**

**J. Total Project Costs:**

<b>TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)</b>	<b>\$9,450,000.00</b>
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**K. BUDGET SUMMARY:**

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel						
Fringe						
Travel						
Equipment						
Supplies						
Contractual	\$5,890,000.00	\$890,000.00	\$890,000.00	\$890,000.00	\$890,000.00	<b>\$9,450,000.00</b>
Other						
Total Direct Charges	\$5,890,000.00	\$890,000.00	\$890,000.00	\$890,000.00	\$890,000.00	<b>\$9,450,000.00</b>
Administration						
<b>Total Project Costs</b>	<b>\$5,890,000.00</b>	<b>\$890,000.00</b>	<b>\$890,000.00</b>	<b>\$890,000.00</b>	<b>\$890,000.00</b>	<b>\$9,450,000.00</b>

\*FOR FUTURE REQUESTED YEARS

STATE OF ARIZONA  
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS  
Agreement Number: M24-0012

ATTEST

X  
\_\_\_\_\_  
Natasha Kennedy  
Clerk

Date: \_\_\_\_\_

Approved as to Form:

X  
\_\_\_\_\_  
Deputy County Attorney