

**MEMORANDUM OF UNDERSTANDING  
REGARDING BORDER STRIKE TASK FORCE**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and Cochise County.

This MOU serves as notification for the release of funds granted to Cochise County by the Arizona Legislature and passed through DPS to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

**I. PARTICIPATION**

DPS agrees to provide Cochise County with \$166,666.66 pursuant to Laws 2016, Chapter 117.

Cochise County agrees to utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

Cochise County certifies its agencies will comply with A.R.S. §11-1051 to the fullest extent of the law.

**II. FUNDING**

DPS shall disburse \$166,666.66 to Cochise County in two payments as follows:

- \$83,333.33 after October 1, 2020
- \$83,333.33 after April 1, 2021

**III. REPORTING REQUIREMENT**

By April 30, 2021, Cochise County shall provide a report to DPS that details actual expenditures, accounting obligations, and planned expenditures of the funds provided by this agreement. The report shall reflect activity during the reporting period of July 1, 2020 through March 31, 2021. Expenditures, accounting obligations, and planned expenditures shall be reported by the following line items: Personal Services, Employee Related Expenditures, Professional and Outside Services, Travel In-State, Other Operating Expenditures, Capital Equipment, Non-Capital Equipment, and Miscellaneous. The line items shall be as defined by the State of Arizona, as found at <https://gao.az.gov/sites/default/files/SAAM-4c00-20140701.pdf>. The "Miscellaneous" category shall encompass all line items defined by the State of Arizona that are not explicitly listed herein. In addition to the line item reporting, Cochise County shall provide a brief narrative description of the expenditures, obligations, and planned expenditures. The narrative shall explain what was purchased, obligated, and/or planned, what has been accomplished with expenditures to date, and what is planned to be accomplished with future expenditures.

**IV. NON-AVAILABILITY OF FUNDS**

Every payment obligation of the 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, this 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.

#### **V. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, 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 that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

#### **VI. 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.

#### **VII. RECORDKEEPING**

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

#### **VIII. EFFECTIVE DATE/DURATION**

The term of this MOU is July 1, 2020 through June 30, 2021. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

#### **IX. CANCELLATION**

All parties are hereby put on notice that this MOU is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

#### **X. COMMUNICATION**

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

Lt. Colonel Deston Coleman Jr.  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 1350  
Phoenix, Arizona 85005-6638

Mr. Tom Borer, Chairman  
Cochise County Board of Supervisors  
1415 Melody Lane, Bldg. G.  
Bisbee, Arizona 85603

#### **XI. VALIDITY**

This document contains the entire understanding 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 MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

By:   
Heston Silbert, Colonel  
Director

Date: 10/01/2020

**COCHISE COUNTY**

By: \_\_\_\_\_  
*Thomas E.* ~~Tom~~ Borer, Chairman  
Cochise County Board of Supervisors

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



**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*“Courteous Vigilance”*

**DOUGLAS A. DUCEY** **HESTON SILBERT**  
Governor Director

October 5, 2020

Mr. Tom Borer, Chairman  
Cochise County Board of Supervisors  
1415 Melody Lane, Building G  
Bisbee, Arizona 85603

RE: MEMORADUM OF UNDERSTANDING #2020-089

Dear Mr. Ruiz:

I am pleased to issue this letter which serves as our notification of funding for FY2021 (July 1, 2020-June 30, 2021). This MOU serves as notification for the release of funds granted to Cochise County by the Arizona Legislature, and passed through AZDPS, to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration, and other border related crimes. Cochise County certifies that its agencies will fully comply with A.R.S. §11-1051. The Arizona Department of Public Safety agrees to provide Cochise County with \$16,666.66 in two payments; \$83,333.33 after October 1, 2020, and \$83,333.33 after April 1, 2021.

Please sign each of the agreements and return one copy to the below address.

Criminal Investigations Division  
Attn: Capt. J. Barcello  
Arizona Department of Public Safety  
PO Box 6638, MD 1350  
Phoenix, AZ 85005-6638

Please contact our office at 602-223-2433 or email at [jbarcello@azdps.gov](mailto:jbarcello@azdps.gov) with any questions or concerns.

Sincerely,

Deston Coleman, Jr., Lt Colonel  
Assistant Director  
Criminal Investigations Division

/cjh

Enclosures (2)

2020 OCT 12 AM 7:48

RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS