

ARIZONA DEPARTMENT OF PUBLIC SAFETY
INTEROFFICE MEMORANDUM



HESTON SILBERT
DIRECTOR

DATE: December 22, 2022

TO: Colonel Heston Silbert, Director

FROM: Lt. Colonel Daniel Lugo, Assistant Director, Criminal Investigations Division

SUBJECT: **MOU BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY,
BORDER STRIKE FORCE & COCHISE COUNTY**

FOR: Action Decision Information Signature

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Attached for your review and approval are two (2) originals of the above referenced Memorandum of Understanding between the Arizona Department of Public Safety and Cochise County. The purpose of the MOU is to notify the release of funds granted by Arizona Legislature 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 crimes.

If the attachments meet with your approval, please sign where indicated and return the documents to Pamala Nash, Criminal Investigations Division, MD 1350 for further processing.

WM/lvg
Attachments

**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 fully comply with A.R.S. §11-1051 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, 2022
- \$83,333.33 after April 1, 2023

III. REPORTING REQUIREMENT

By April 30, 2023, 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, 2022 through March 31, 2023. 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 because 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, 2022 through June 30, 2023. 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 Daniel Lugo
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

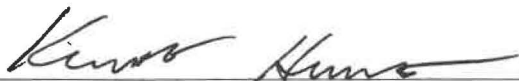
Ms. Ann English, Chair
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, Arizona 85603

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: 12/27/2022

COCHISE COUNTY

By: _____
Ann English, Chair
Cochise County Board of Supervisors

Date: _____