

**MEMORANDUM OF UNDERSTANDING
REGARDING A.R.S. §41-1724**

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 the Cochise County Sheriff's Office, hereinafter referred to as "CCSO".

This MOU serves as notification for the release of funds designated for CCSO by the State and passed through DPS for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws. The funding may also be utilized for county jail costs relating to illegal immigration.

I. PARTICIPATION

DPS agrees to provide CCSO with \$500,000 pursuant to A.R.S. §41-1724.

CCSO agrees to utilize the funding solely for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail reimbursement costs relating to illegal immigration.

CCSO certifies its agency will comply with A.R.S. §11-1051 to the fullest extent of the law.

II. FUNDING

DPS shall disburse \$500,000 to CCSO in two payments as follows:

- \$250,000 after October 1, 2015
- \$250,000 after April 1, 2016

III. REPORTING REQUIREMENT

By April 30, 2016, CCSO 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 as of March 31, 2016. 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, the Sheriff's Office 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. 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.

V. EFFECTIVE DATE/DURATION

The term of this MOU is July 1, 2015 through June 30, 2016. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

VI. 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.

VII. COMMUNICATION

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

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff Mark J. Dannels
Cochise County Sheriff's Office
205 North Judd Drive
Bisbee, Arizona 85603

VIII. 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: 
Frank L. Milstead, Colonel
Director

Date: 8/21/15

APPROVED AS TO FORM:


Assistant Attorney General

Date: 8/14/15

COCHISE COUNTY SHERIFF'S OFFICE

By: 
Mark J. Dannels, Sheriff

Date: 9/9/15

APPROVED AS TO FORM:

Lauri J Owen, Cochise County Civil Deputy Attorney

Date: 1/28/2016