

**Consent 6.
County Sheriff**

Regular Board of Supervisors Meeting

Meeting Date: 02/09/2016

Department of Public Safety Memorandum of Understanding

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS** 1
Signature **Submitted for Signature:**
NOT
Required

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Information

Agenda Item Text:

Approve Department of Public Safety (DPS) Contract No: 2015-091, Memorandum of Understanding Regarding A.R.S. 41-1724, providing the Cochise County Sheriff's Office with \$500,000 for enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail costs relating to illegal immigration for the period of July 1, 2015 to June 30, 2016.

Background:

State legislation has provided the Cochise County Sheriff's Office money from the Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) subaccount in the amount of \$500,000. This money is being provided in two installments of \$250,000. The first installment has been received and this request is to approve finance to create an account so the money can be deposited and spent. The money will be spent on equipment and software supporting the communications project. The second installment is expected to be received after March 1, 2016.

Department's Next Steps (if approved):

Once approved, the money will be spent to support the communications installation and upgrade.

Impact of NOT Approving/Alternatives:

The money earmarked for this project will have to come from some other means, including possibly the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Please approve the establishment of the account for the deposit of the money outlined in the memorandum and return the original document to the Sheriff's Office.

**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.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Mark Geaz

Date Prepared: 020316

Point of Contact: Mark Geaz/Tom Alinen

Phone Number: 432-9505

Department: County Sheriff

PRIMARY GRANT

Primary Grantor: State of Arizona/DPS

CFDA:
www.CFDA.gov

Grant Title: Memorandum of Understanding, ARS 41-1724

Grant Term From: 07/01/15

To: 06/30/16

Total Award Amount: 500,000.00

New Grant: Yes No

Grant No: 2015-091

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan: Public Safety and Justice

District: Select District Below

Mandated by Law Yes No

Number of Positions Funded:

Asset(s) Acquired:

Award of \$500,000 from GITEM Subaccount to be used for enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws as well as county jail reimbursement.

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Provide money from the Governor's Office to assist with the communications system for the Sheriff's Office/Regional dispatch center project.

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