



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 03/21/17

or Procurement Director Award

**Contractor/Vendor Name (DBA):** State of Arizona - Department of Public Safety

**Project Title/Description:**

AZDPS Border Strike Task Force: Prosecutorial & Jail Expenses

**Purpose:**

Utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crimes.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

To help alleviate prosecutorial and jail expenses from general fund.

**Public Benefit:**

To help alleviate prosecutorial and jail expenses from general fund.

**Metrics Available to Measure Performance:**

Monthly reports

**Retroactive:**

Yes

**Original Information**

Document Type: GTAW Department Code: SD Contract Number (i.e., 15-123): 17\*62

Effective Date: 07/01/16 Termination Date: 06/30/17 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 125,000.00

Funding Source(s): State of Arizona - Department of Public Safety

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Toni Robinson

Department: Sheriff

Telephone: 351-3185

Department Director Signature/Date: *Julia Reag* 3/14/17

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: *C. Pulley* 3/15/17  
(Required for Board Agenda/Addendum Items)



## 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      FRANK L. MILSTEAD  
Governor                      Director

February 9, 2017

Ms. Sharon Bronson, Chair  
Pima County Board of Supervisors  
130 West Congress Street, 10<sup>th</sup> Floor  
Tucson, AZ 85701

RE: Memorandum of Understanding -- DPS Contract No. 2016-159  
Arizona Department of Public Safety, Border Strike Task Force and Pima County

Ms. Bronson,

Attached is the first payment granted by the Arizona Legislature pursuant to DPS Contract No. 2016-159 between the Arizona Department of Public Safety, Border Strike Task Force and Pima County.

In accordance with the agreement, Pima County agrees to utilize the attached funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime. Please refer to section III. "Reporting Requirements" for further instructions. The report shall reflect activity as of March 31, 2017.

If we can be of assistance, please contact me at [JMitchell@azdps.gov](mailto:JMitchell@azdps.gov) or at (602) 223-2441.

Sincerely,

A handwritten signature in black ink that reads "Kenneth Hunter".

Kenneth G. Hunter, Lt. Colonel  
Assistant Director  
Criminal Investigations Division

JGM/wjn

Enclosure

**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 Pima County.

This MOU serves as notification for the release of funds granted to Pima 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 Pima County with \$125,000 pursuant to Laws 2016, Chapter 117.

Pima 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.

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

**II. FUNDING**

DPS shall disburse \$125,000 to Pima County in two payments as follows:

- \$62,500 after October 1, 2016
- \$62,500 after April 1, 2017

**III. REPORTING REQUIREMENT**

By April 30, 2017, Pima 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 as of March 31, 2017. 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, Pima 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, 2016 through June 30, 2017. 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 Ken Hunter  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 1350  
Phoenix, Arizona 85005-6638

Ms. Sharon Bronson, Chair  
Pima County Board of Supervisors  
130 W. Congress St., 10<sup>th</sup> Fl.  
Tucson, Arizona 85701

**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:   
Frank L. Milstead, Colonel ~~for~~ DEPUTY  
Director


Date: 10/26/16

APPROVED AS TO FORM:

  
Assistant Attorney General

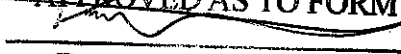
Date: 10/19/16

PIMA COUNTY

By:   
Ms. Sharon Bronson, Chair  
Pima County Board of Supervisors

Date: 10.31.2016

~~APPROVED AS TO FORM~~

 3/16/17  
Deputy County Attorney  
**TOBIN ROSEN**