



Pinal County Sheriff's Office

Paul R. Babeu
Sheriff

M E M O R A N D U M

To: James P. Walsh

From: Sheriff Paul Babeu

Date: March 26, 2009

Subject: Rico Funds

I would like to request funds of the Pinal County RICO account for the purchase of 5 toggle switches for the Pinal County Sheriff's Office motorcycles in the amount of \$3099.54, from cost center 2468. This is for the motorcycle officers to safely operate the police radio or PA system while riding, or stationary, to ensure that the officer has communication capabilities.

If you have any questions, please do not hesitate to contact Anna Parra at X5238 or Linda Martinez at X5144.

Thank you.



Pinal County Sheriff's Office

Paul Babeu
Sheriff

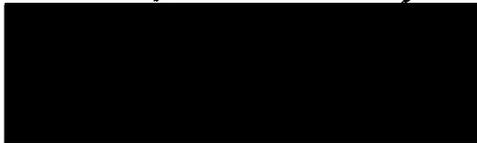
May 1, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street
Building D
Florence, AZ 85232

Dear Mr. Walsh,

I would like to disburse \$5,000.00 of PCSO RICO funds to the Marana Police Department. On April 29, 2009, the Pinal County Board of Supervisors approved a Memorandum of Understanding made and entered into by and between the Town of Marana and Pinal County. Marana is selling three horses and various equestrian equipment, previously used by the Marana Police Department Mounted Unit, to Pinal County to be utilized by the Pinal County Sheriff's Office Mounted Unit.

Sincerely,



Paul Babeu

Sheriff

Please Make the
check out to the
Marana Police Dept.
and send to Marana
Police Department-

Thank You!



Pinal County Sheriff's Office

Paul Babeu
Sheriff

May 4, 2009

Marana Police Department
Attn: T.P. Tometich, Chief of Police
Marana Municipal Complex
11555 W. Civic Center Drive
Marana, AZ 85653

REF: Memorandum of Understanding
3 horses & Equestrian Equip.

Dear Chief Tometich,

Enclosed please find a fully executed Memorandum of Understanding. We have requested a check in the amount of \$5,000.00 for the first installment payment and will be sent to you.

If you have any questions, please do not hesitate to contact our office at (520) 866-5238.

Respectfully,

[REDACTED]
Anna M. Parra
Accountant III

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and PINAL COUNTY, a political subdivision of the State of Arizona (the "County"). The Town and the County are sometimes referred to in this MOU as the "Parties."

RECITALS

A. The Town of Marana Police Department previously staffed and utilized a Mounted Unit. The Department owns three horses and various equestrian equipment previously used in the Mounted Unit. The horses and equipment are more particularly defined in Exhibit A, attached hereto and incorporated herein by this reference. The Marana Police Department recently discontinued the use of its Mounted Unit.

B. The Pinal County Sheriff's Office utilizes a Mounted Unit and has a need for the horses and equipment owned by the Marana Police Department.

C. The Town and the County desire to enter into an agreement by which the Town will sell the horses and equipment to the Pinal County Sheriff's Office for use in its Mounted Unit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants set forth in this MOU, the Parties hereby agree as follows:

1. *Sale of Horses and Equipment.* The Town shall sell the horses and equipment defined in Exhibit A to the County for the sum of \$10,000.

2. *Payment by County.* The County shall pay the \$10,000 owed to the Town as set forth in paragraph 1 in two installments of \$5,000 each. The first installment shall be paid by the County on or before June 1, 2009. The second installment shall be paid by the County on or before April 30, 2010.

3. *Transfer of Horses and Equipment.* The Parties shall schedule a date ("transfer date"), after the effective date of this MOU, for the Town to transfer the horses and equipment to the County. In no event shall the transfer date be later than April 30, 2009. At the time of the transfer date, the Town shall provide the County with the health records and all other documentation related to the horses and any other items listed in Exhibit A. In addition, the Town shall transfer title to the 4-Horse Gooseneck Trailer listed in Exhibit A to the County at the time of the transfer date.

4. *Effective Date.* This MOU shall be effective as of the signature date of the last Party to sign this MOU.

5. *Responsibility, Care and Maintenance of Horses and Equipment.* The County shall be solely responsible for the care, maintenance, health and welfare of the horses and equipment from the transfer date forward. Under no circumstances shall the Town be responsible for these items after the transfer date.

6. *Indemnification and Release of Claims.* The County agrees to defend, save, hold harmless and indemnify the Town of Marana, the Marana Police Department, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind against the Town caused by the acts of the horses listed in Exhibit A or the use of the equipment listed in Exhibit A from the transfer date forward. The County also hereby waives and releases any and all rights and claims for damages it may have against the Town of Marana, the Marana Police Department, its officers, employees, agents, representatives or volunteers for any and all injuries, damages or liabilities suffered or incurred by it as a result of its ownership of the horses and equipment listed in Exhibit A.

7. *Insurance.* The County shall be solely responsible for maintaining insurance for the horses and equipment listed in Exhibit A from the transfer date forward.

8. *Notices.* All notices, requests and other communications under this MOU shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) transmitted by facsimile (provided that a confirming copy of the facsimile transmission is mailed on the date of such transmission), addressed as follows:

If to the Town:

MARANA POLICE DEPARTMENT
ATTN: CHIEF OF POLICE
11555 W. Civic Center Drive
Marana, Arizona 85653
(520) 382-2000
Fax (520) 382-2001

If to the County:

PINAL COUNTY SHERIFF'S OFFICE
971 Jason Lopez Circle Building C
P.O. Box 867
Florence, Arizona 85232
(520) 866-6800
Fax (520) 866-5195

All notices shall be deemed given when delivered or transmitted by facsimile or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance

with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

9. *Miscellaneous.*

(A) This MOU may not be modified except in a writing signed by both of the Parties.

(B) Time is of the essence of this MOU.

(C) This MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this MOU or to obtain any remedy with respect to this MOU shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

(D) If either of the Parties fails to perform any of its obligations under this MOU or if a dispute arises concerning the meaning or interpretation of any provision of this MOU, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this MOU, including, without limitation, court costs and reasonable attorneys' fees.

(E) The captions and section numbers appearing in this MOU are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this MOU.

(F) This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(G) This MOU shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that no assignment of this MOU shall in any way relieve the assignor of its obligations under this MOU.

(H) This MOU is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date set forth below their respective signatures.

THE TOWN OF MARANA, an Arizona municipal corporation

PINAL COUNTY, a political subdivision of the State of Arizona

By: 
Terry Tometich, Chief of Police

By: 
Chairman, Board of Supervisors

Date: 4-8-09

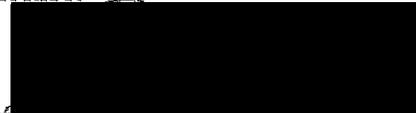
Date: 4-29-09

ATTEST:



Jocelyn C. Bronson, Clerk

ATTEST:



Sheri Cluff, Clerk



Approved as to form:

Approved as to form:



Jane Fairall, Deputy Town Attorney

Deputy County Attorney

EXHIBIT A

| DESCRIPTION | NUMBER |
|---------------------------|--------|
| Easy Boots - 12 sets | 48 |
| Leather Saddle Bags | 3 |
| Face Shields | 3 |
| Nylon Saddle Bag | 1 |
| Wool Saddle Pads | 2 |
| Training Helmets | 3 |
| Feed Bags | 3 |
| Black Dress Saddle Pad | 1 |
| Blue Dress Saddle Pad | 3 |
| Reflective Straps | 2 |
| Easy-up Stirrup Extender | 1 |
| Buckets | 2 |
| Grooming Supplies | 1 |
| Wheel Barrel | 1 |
| Saddles | 3 |
| Bridles & Reins | 3 |
| Leather Scabbards | 2 |
| Lunge Line | 1 |
| Whip | 1 |
| Leather Dress Halter | 1 |
| Saddle Stand | 1 |
| Winter Blankets | 3 |
| Fly Sheets | 1 |
| Halters & Lead Ropes | 5 |
| Brooms, Shovels, Rakes | 1 |
| Plastic Feeders | 3 |
| Automatic Waterers | 4 |
| 40 Gallon Water Tubs | 3 |
| Patrol Helmet | 1 |
| 60' Round Pen | 1 |
| Panels (stalls) | 30 |
| Stall Mats | 7 |
| 4-Horse Gooseneck Trailer | 1 |
| Equipment / Supply Total: | |
| Horse (Ace) | 1 |
| Horse (Joker) | 1 |
| Horse (Justin) | 1 |

PASSED, ADOPTED, and APPROVED by the Mayor and Council of the Town of Marana, Arizona, this 7TH day of April, 2009.

[Redacted Signature]
Mayor Ed Honea

ATTEST:

[Redacted Signature]
Jocelyn J. Bronson, Town Clerk



APPROVED AS TO FORM:

[Redacted Signature]
Frank Cassidy, Town Attorney



Pinal County Sheriff's Office
Paul Babeu, Sheriff
P.O. Box 867
Florence, Arizona 85232

Marana Police Department
Attn: T.P. Tometich, Chief of Police
Marana Municipal Complex
11555 W. Civic Center Drive
Marana, AZ 85653

MARANA RESOLUTION NO. 2009-43

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MARANA POLICE DEPARTMENT AND THE PINAL COUNTY SHERIFF'S OFFICE REGARDING THE SALE OF HORSES AND EQUIPMENT; AND DECLARING AN EMERGENCY

WHEREAS the Marana Police Department has discontinued the use of its Mounted Unit; and

WHEREAS the Marana Police Department owns three horses and various equestrian equipment previously used in the Mounted Unit; and

WHEREAS the Pinal County Sheriff's Office has a Mounted Unit that has a need for the horses and equipment owned by the Marana Police Department; and

WHEREAS the Town of Marana, through its Police Department and Pinal County, through its Sheriff's Office, desire to enter into an agreement by which the Town will sell the horses and equipment to the Pinal County Sheriff's Office for use in its Mounted Unit; and

WHEREAS, the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA AS FOLLOWS:

SECTION 1. The memorandum of understanding between the Marana Police Department and the Pinal County Sheriff's Office, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Chief of Police is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the memorandum of understanding.

SECTION 3. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.



Pinal County Sheriff's Office

Paul Babeu
Sheriff

May 12, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street
Building D
Florence, AZ 85232

Approved for Payment



5-19-09

Date

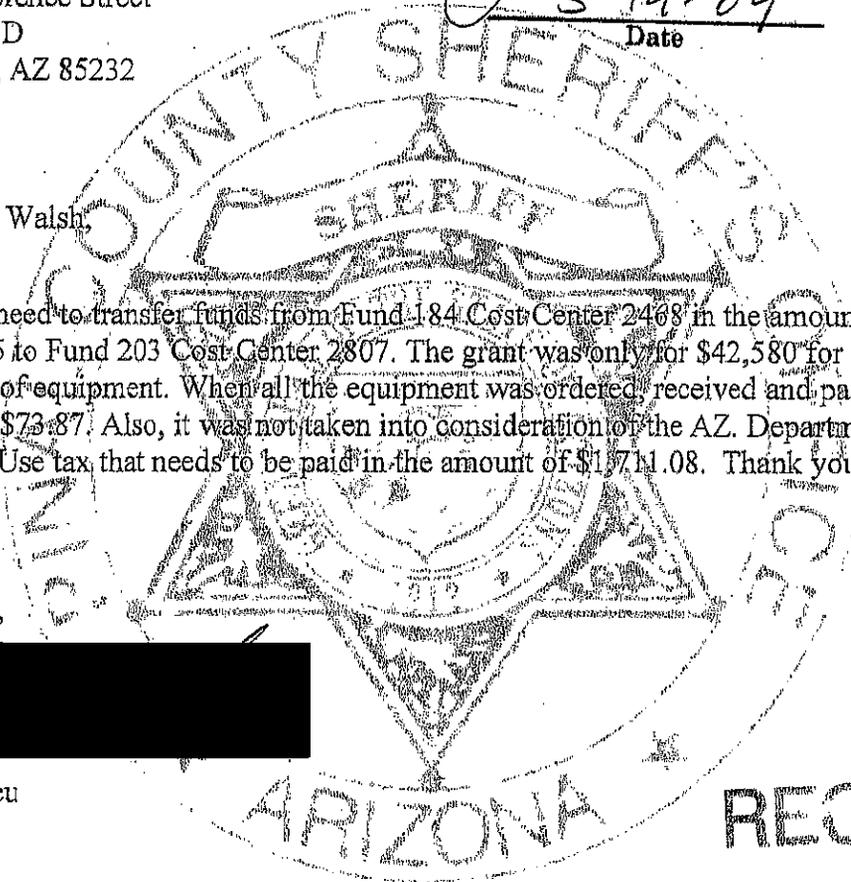
Dear Mr. Walsh,

I need to transfer funds from Fund 184 Cost Center 2468 in the amount of \$1,784.95 to Fund 203 Cost Center 2807. The grant was only for \$42,580 for the purchase of equipment. When all the equipment was ordered, received and paid for, it was over \$73,87. Also, it was not taken into consideration of the AZ. Department of Revenue Use tax that needs to be paid in the amount of \$1,711.08. Thank you.

Sincerely,



Paul Babeu
Sheriff



RECEIVED

MAY 19 2009

PINAL COUNTY ATTORNEY
ADMINISTRATIVE DIVISION



Pinal County Sheriff's Office

Paul Babeu
Sheriff

May 12, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street
Building D
Florence, AZ 85232

Approved for Payment



5-19-09

Date

Dear Mr. Walsh,

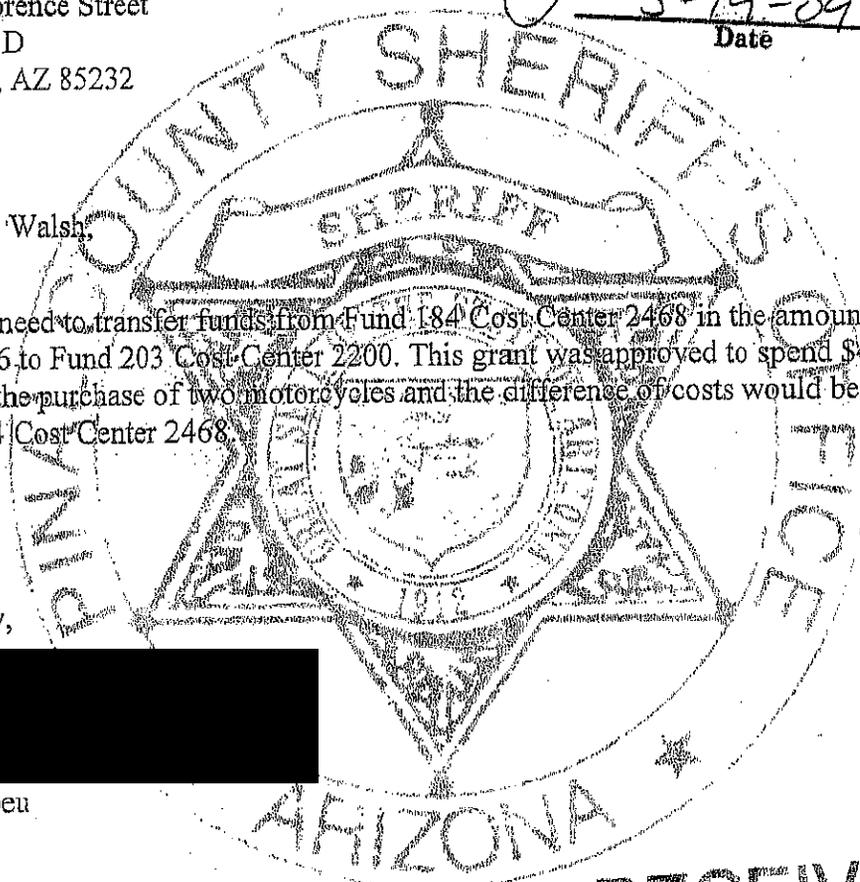
I need to transfer funds from Fund 184 Cost Center 2468 in the amount of \$7,375.26 to Fund 203 Cost Center 2200. This grant was approved to spend \$40,000 towards the purchase of two motorcycles and the difference of costs would be paid out of Fund 184 Cost Center 2468.

Sincerely,



Paul Babeu

Sheriff



RECEIVED

MAY 19 2009

PINAL COUNTY ATTORNEY
ADMINISTRATIVE DIVISION

5-19-09



Pinal County Sheriff's Office

Paul Babeu
Sheriff

May 21, 2009

Marana Police Departemnt
ATTN: Chief of Police Tometich
11555 W.Civic Center Drive
Marana, AZ 85653

REF: Memorandum of Understanding
3 horses & equestrian equipment

Dear Chief Tometich,

Enclosed please find a check in the amount of \$5,00.00 in agreement of the Memorandum of Understanding with Pinal County Sheriff's Office.

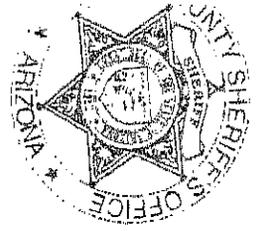
If you have any questions, please feel free to contact our office at (520) 866-5238.

Respectfully,

[REDACTED]
Anna M. Parra
Accountant III

Enclosure: (1) Check # 93132655

Handled by
5/21/09
[REDACTED]



Pinal County Sheriff's Office
Paul Rabbitt, Sheriff
P.O. Box 867
Florence, Arizona 85232

Marana Police Department
ATTN: Chief of Police Tometch
11555 W. Civic Center Drive
Marana, AZ 85653

Payee: 50238 MARANA POLICE DEPARTMENT Check No. - 93132655
 Check Date - 05/19/09
 Stub 1 of 1

| Invoice | Remarks | Gross Amount | Discount | Net Amount |
|---------------------------|---------|--------------|----------|------------|
| MEMORANDUM OF UNDERSTAND. | | 5,000.00 | | 5,000.00 |
| | | 5,000.00 | | 5,000.00 |

For Inquiries
 Call (520) 866-6223 or (520) 866-6224



COUNTY WARRANT
 TREASURER OF PINAL COUNTY
 Dolores "Dodie" J. Doelittle
 P.O. Box 729
 Florence, AZ 85232

05/19/09 Warrant No. 02 93132655
 50238 Wells Fargo Bank, N.A.
 420 Montgomery Street
 San Francisco, CA. 94104

VOID 1 YEAR FROM DATE OF ISSUE 11-24
1210 \$ *****5,000.00
 PAY FIVE THOUSAND AND 00/100 *****

TO THE ORDER OF MARANA POLICE DEPARTMENT
 11555 W CIVIC CENTER DRIVE
 MARANA, AZ 85653

David D. Smith CHAIRMAN
Sheri Cluff CLERK

THE FACE OF THIS CHECK CONTAINS A BLUE BACKGROUND ON WHITE PAPER

THE BACK OF THIS CHECK CONTAINS A BLUE BACKGROUND - HOLD AT AN ANGLE TO VIEW



Pinal County Sheriff's Office

Paul Babeu
Sheriff

September 29, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting transfer of \$1,901.10 from PCSO RICO to Cost Center 2469. This exact amount is required to fund equipment purchases for a vehicle radio and emergency light bar for our Citizens on Patrol (COP) vehicle, which is used in Gold Canyon and San Tan Valley. Thank you very much.

Respectfully,


Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

October 29, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting \$1901.10 from cost center 2469 for OR#117132 is for the COP vehicle equipment that Rupert is working on from PCSO RICO (cost center 2469). These funds are needed to perform maintenance on a PCSO vehicle. Thank you very much.

Respectfully,


Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

October 22, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting \$6000 from PCSO RICO (cost center 2469) for the purchase of equipment and supplies in PCSO Records section.

OR#117439 in the amount of \$4197.63 for TV, DVD Recorder/VCR combo, DVD/CD duplicator, Scanner

OR# 117441 in the amount of \$1497.00 for Sharp Laser Fax Machine & Annual Maintenance Agreement

✓OR# 117440 in the amount of \$217.95 for Pocket Memo.

This total equals \$5914.58, yet does not include all taxes, shipping/handling on some orders.
Thank you very much.

Respectfully,


Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

October 29, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

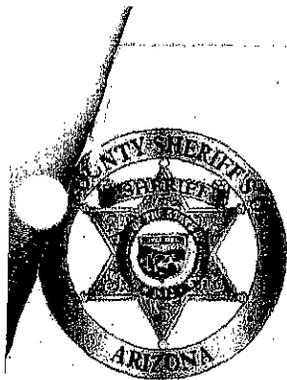
Dear Mr. Walsh,

I am requesting \$49,554.31 from PCSO RICO (cost center **2468**) for the purchase of SWAT Vests and helmets.

OR# 117651 to vendor Diamondback is for \$44,044.31 *209040*
OR# 117652 to vendor Botach Tactical is for \$5,500.00 Thank you very much. *209063*

Respectfully,


Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

December 7, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting \$1825.70 from PCSO RICO (Cost Center 2468) for purchase of camera sets and related equipment for our PCSO Crime Scene Technicians.

Requisition # 118342 in the amount of \$1725.70 has been entered in our purchasing system and the additional tax will be approximately \$100.00.

Thank you very much.

Respectfully,



Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

December 28, 2009

James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting an expenditure of \$350.00 from RICO (cost center 2468) for REQ# 118557. This expenditure is for payment of Ferrier expenses for trimmings of horses, which were held for evidence in criminal animal abuse case.

Thank you very much.

Respectfully,

[REDACTED]
Paul Babeu, Sheriff
Pinal County, Arizona



Pinal County Sheriff's Office

Paul Babeu
Sheriff

December 28, 2009

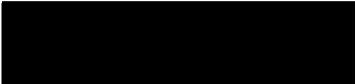
James Walsh
Pinal County Attorney
30 N. Florence Street, Bldg D
Florence, AZ 85232

Dear Mr. Walsh,

I am requesting an expenditure of \$216.00 from Task Force RICO (Cost Center 2668) for Requisition #118837 for a Sony M2000A, microcassette transcribing machine for our PCSO records unit.

Thank you very much.

Respectfully,


Paul Babeu, Sheriff
Pinal County, Arizona

2469