

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**DEPARTMENT OF HOMELAND SECURITY (DHS)**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**  
**HOMELAND SECURITY INVESTIGATIONS (HSI-ARIZONA)**  
**and the**  
**MOHAVE AREA GENERAL NARCOTIC ENFORCEMENT TEAM**  
**(MAGNET)**

**I. PARTICIPANTS.**

The participants to this Memorandum of Understanding (MOU) are the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations, Arizona (HSI-Arizona) and the “Mohave Area General Narcotic Enforcement Team” (MAGNET), whose membership includes the City of Kingman, the City of Bullhead City, Lake Havasu City, the Mohave County Attorney’s Office and the Mohave County Sheriff’s Office, collectively the “Parties,” and individually a “Party.”

**II. PURPOSE.**

This MOU delineates the responsibilities and intended commitments of HSI-Arizona, as a partner, to MAGNET.

The purpose of MAGNET is to 1) To detect and apprehend illegal drug manufacturers and traffickers, 2) To gather and disseminate, to the fullest extent permitted by law, information related to illegal drug activity; and 3) To enhance and maintain cooperative efforts among the county’s criminal justice agencies in the areas of illegal drug control, gang activity, criminal enterprises, and Drug Trafficking Organizations. HSI-Arizona is committed to that purpose and will participate in any cases that have a clearly articulable nexus to the border, consistent with its mission and statutory authority.

**III. AUTHORITY.**

This MOU is authorized under the provisions of the Homeland Security Act of 2002, as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002, §§ 102(b) and 875(c). HSI-Arizona is a federal law enforcement agency with enforcement authorities, including but not limited to, under the provisions of 19 U.S.C. § 1589a, 8 U.S.C. § 1357, 21 U.S.C. § 873, 8 U.S.C. § 1103(c), 18 U.S.C. § 981(e), and 19 U.S.C. § 1616a.

**IV. EFFECTIVE DATE, DURATION, MODIFICATION, AND TERMINATION OF THIS AGREEMENT**

This MOU becomes effective on the last date that it is signed by the Parties. It remains in force for five (5) years unless explicitly terminated, in writing, by any Party. This MOU may be

amended at any time by mutual written consent of the Parties. Modifications to this MOU shall be incorporated by a written amendment, properly executed, and signed by each Party's authorized representative. All future amendments will become effective upon review and signature of the Parties. If a Party elects to terminate this MOU, it shall provide at least 30 days advance written notice of termination to the other Parties.

## **V. APPLICABILITY OF THIS MEMORANDUM.**

This MOU establishes the responsibilities of the Parties and is valid, until terminated, for all joint investigations into potential violations of federal law between HSI-Arizona and MAGNET.

## **VI. RESPONSIBILITIES.**

### **A. HSI-Arizona shall:**

- i. Assign two designated HSI Special Agents (SA), on a full-time basis, as dictated by operations and/or local HSI-Arizona personnel needs, to participate in narcotic trafficking, public safety investigations, and enforcement operations with MAGNET involving potential violations of federal law.

### **B. The assigned HSI SA's shall:**

- i. Work with MAGNET in joint investigative and enforcement efforts concerning cases involving potential violations of federal law, and where evidence, prosecutorial guidelines, and other relevant factors establish that a crime constitutes a violation of federal law.

### **C. MAGNET shall:**

- i. Provide the assigned HSI SA's unescorted access and an access key to MAGNET facilities, as well as the use of office space in MAGNET facilities, which includes, at a minimum, the use of a desk, printer, and internet access; and,
- ii. Provide the assigned HSI SA's access to MAGNET resources, as determined necessary, to carry out his or her joint investigative and enforcement efforts with MAGNET concerning the types of crimes outlined in this MOU.

Prior to the effective date of this MOU, HSI-Arizona and MAGNET may have previously initiated joint narcotic trafficking and related public safety investigative and enforcement efforts. This MOU shall govern any such previously initiated joint efforts that remain open as of the effective date of this MOU. The Parties may, however, exclude specific previously undertaken joint efforts from the scope of this MOU by written agreement.

## **VII. PERSONNEL.**

No Cross-Designation: All Parties agree that nothing in this MOU should be construed as HSI-Arizona cross designating any member of MAGNET with customs officer authority.

Additionally, all Parties agree that no member of MAGNET is designated or deputizing any HSI-Arizona Special Agent as a state, a county or a city police officer by this MOU.

HSI-Arizona retains sole authority to set the schedule of the designated SA and the hours he or she commits to coordinated activities under this MOU. HSI-Arizona shall continue to be responsible for all salary and overtime expenses for the assigned HSI SA.

The designated HSI SA shall engage in activities under this MOU through the exercise of his or her statutory and regulatory authority.

Each Party is responsible for supervision and management of its personnel. The assigned HSI SA shall continue to be supervised by, and report to, his or her supervisors at HSI-Arizona. HSI-Arizona shall not have a supervisory role over any MAGNET personnel. Each Party will retain responsibility for supervising, managing, evaluating, and disciplining their personnel. Nothing in this MOU shall be construed to create an employment relationship, except as provided in this Section of this MOU.

In the event of a conduct or performance issue with personnel, the matter shall be raised with the relevant Party for appropriate corrective action. If the assigned HSI SA leaves or is removed from the task force, HSI-Arizona shall assign a replacement as soon as practicable.

The assigned HSI SA shall continue to adhere to HSI's use of force policy, as well as all other applicable internal HSI policies and directives. If any HSI-Arizona personnel are involved in an agent involved shooting, the incident will be investigated in accordance with the applicable HSI policies and regulations, including the previously executed agreements with federal partner agencies. If a MAGNET policy conflicts with an applicable HSI policy or directive, the assigned HSI SA shall continue to adhere to the applicable HSI policy or directive. HSI understands that MAGNET personnel shall comply with MAGNET policies at all times.

Cooperative activities under this MOU shall be subject to the availability of personnel and authorized funds consistent with relevant statutes and regulations, as well as policies applicable to HSI, subject to the understanding that MAGNET personnel must comply with MAGNET policies at all times.

For purposes of workers' compensation, an employee of a Party to this MOU, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this MOU, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the

purpose of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required. HSI, as a component of the U.S. Department of Homeland Security, is a federal agency and is not subject to this Arizona statute. HSI will comply with federal laws, regulations and agency policies.

## **VIII. POINTS OF CONTACT.**

### **HSI-Arizona**

Mitchell A. Worley  
Resident Agent in Charge  
Homeland Security Investigations  
Mitchell.A.Worley@hsi.dhs.gov  
928-606-0883

### **Mohave Area General Narcotic Enforcement Team**

Kingman:  
Mail or Deliver To:  
Chief of the Kingman Police Department  
2730 E. Andy Devine Avenue  
Kingman, Arizona 86401

Bullhead City  
Mail or Deliver To:  
Chief of the Bullhead City Police Department  
1255 Marina Blvd  
Bullhead City, Arizona 86442

Lake Havasu City  
Mail or Deliver To:  
Chief of the Lake Havasu City Police Department  
2330 McCulloch Boulevard North  
Lake Havasu City, Arizona 86403

County Attorney  
Mail or Deliver To:  
Mohave County Attorney  
315 N. Fourth St  
Kingman, Arizona 86401

Sheriff  
Mail or Deliver To:  
Mohave County Sheriff  
600 W. Beale St  
Kingman, Arizona 86401

## **IX. LIABILITY.**

Each Party shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, and volunteers in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party shall be liable (if at all) only for the acts of its own personnel.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including (without limitation) where the claim, loss, damage, charge, or expense was caused by deliberate or willful acts of either Party, or any of its agents, officers, or employees in its, or their performance hereunder.

MAGNET acknowledges that HSI-Arizona is a component of ICE, a federal entity of the United States government, and is bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672- 2680. The FTCA provides the sole means for resolving claims in which the United States may be liable for the wrongful or negligent acts or omissions of its officers and employees, while on duty and acting within the scope of their federal employment, to the extent permitted by the FTCA. If MAGNET or its personnel, or third parties suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI-Arizona employees while they are acting within the scope of their offices or employment, and wish to submit a claim under the FTCA, they must file a completed Form SF-95.

Except as otherwise provided, the Parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions.

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

## **X. SALARIES AND FUNDING.**

Salary and Compensation: Salaries, benefits, taxes, and withholdings of MAGNET members will be paid by their respective agencies.

Overtime: Overtime may be compensated to MAGNET members by their respective agencies in accordance with their applicable overtime provisions.

Funding: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds; this MOU is instead a basic statement of the understanding between the participants of the tasks and methods required for a successful partnership between HSI-Arizona and MAGNET. Unless otherwise agreed in writing, each participant should bear its own costs in relation to this MOU. Expenditures by each party may be subject to its budgetary processes, and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will

appropriate funds for such expenditures.

## **XI. TERMINATION.**

The term of this MOU is intended for five (5) years but may be terminated at any time by any Party upon a 30-day written notice to the other Parties. The termination date should be at least 30 days from the date of receipt of the termination notice by the non-terminating participant. Should any Party terminate its participation, it should return any equipment to the supplying agency. Similarly, as soon as practicable consistent with ongoing investigations, the non-terminating participant will endeavor to return to the terminating participant any unexpended equipment the terminating agency may have supplied during its participation in this partnership.

This MOU is subject to termination pursuant to A.R.S. Section 38-511. Notwithstanding the foregoing, if a Party is subject to the requirements of A.R.S. Section 38-511, it may also terminate this MOU without penalty or further obligation in accordance with that statute, in the event a conflict of interest as defined therein is identified. In such a case, the Party seeking to terminate shall make reasonable efforts to notify HSI in writing as soon as practicable upon identifying a potential conflict and prior to invoking termination under A.R.S. Section 38-511, to the extent permitted by law. HSI, as a component of the U.S. Department of Homeland Security, is a federal agency and is not subject to this Arizona statute. HSI will comply with federal laws, regulations and agency policies.

## **XII. MODIFICATION.**

This MOU may be amended by deletion or modification of any provision contained herein, or by adding new provisions after written concurrence of the Parties.

## **XIV. PRESS RELEASE/ MEDIA DISCLOSURE**

The dissemination of all media statements or press releases relating to any activities and investigations will be coordinated with each Party's respective public affairs offices prior to any release.

No information pertaining to any investigations, operations, or activities with other law enforcement agencies will be released to the media without the prior approval of each Party having an immediate investigative or prosecutorial interest in the case. Media releases shall not include information regarding confidential investigative sources, techniques, privileged information, or information protected from disclosure by law or policy.

## **XV. NON-DISCRIMINATION CLAUSE**

All Parties will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. DOJ (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities. All participating agencies will also comply with State of Arizona nondiscrimination laws. HSI, as a component of the U.S. Department of

Homeland Security, is a federal agency and is not subject Arizona statutes. However, HSI will comply with State of Arizona nondiscrimination laws if such laws are not in conflict with federal laws and regulations.

## **XVI. NO THIRD-PARTY RIGHTS.**

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties hereto, the United States, or the officers, employees, agents, or other associated personnel thereof.

## **XVII. OTHER PROVISIONS.**

Nothing in this MOU is intended to conflict with current law or regulation or the directives of the DHS or the MAGNET member agencies. If a term of this MOU is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this MOU are to remain in full force and effect.

**Governing Law; Choice of Forum.** This MOU shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this MOU shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Mohave (or, as may be appropriate, in the Justice Courts of Mohave County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. Each party shall comply with the laws and regulations applicable to its respective jurisdiction. Nothing in this MOU shall be construed as a waiver of sovereign immunity by HSI or the U.S. Government, or as consent to be sued in any state court. Disputes involving HSI shall be resolved in accordance with applicable federal law and procedures.

**Arbitration.** In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation. Nothing in this MOU shall be construed as an agreement by HSI or the U.S. Government to submit to arbitration or other dispute resolution processes not expressly authorized by federal law.

**Legal Workers Act.** In compliance with A.R.S. § 41-4401, the Parties hereby warrants that they will, at all times during the term of this MOU, comply with all federal immigration laws applicable to the Parties' employment of their employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this MOU likewise complies with the State and Federal Immigration Laws. The parties acknowledge that Arizona public entities are required to comply with A.R.S. Section 41-4401 and A.R.S. Section 23-214(A), including the use of E-Verify and the prohibition against employing unauthorized

aliens. HSI, as a component of the U.S. Department of Homeland Security, certifies that it complies with all applicable federal employment verification laws and procedures. Nothing in this MOU shall be construed to subject HSI to state employment verification statutes or to waive any sovereign immunity.

Israel. Each Party certifies that it is not currently engaged in and agrees for the duration of this MOU that it will not engage in a “boycott,” as that term is defined in A.R.S. § 35-393, of Israel. The parties acknowledge that A.R.S. Section 35-393 applies to Arizona public entities and their contractors. HSI, as a component of the U.S. Department of Homeland Security, is a federal agency and is not subject to state certification requirements under this statute. Nothing in this MOU shall be construed as a waiver of sovereign immunity or as consent by HSI to be bound by state law beyond what is expressly authorized by federal statute.

Uyghurs. Each Party certifies that it is not currently engaged in the use of forced labor of the ethnic Uyghurs in the People’s Republic of China, nor using any goods or services produced by same as defined in A.R.S. § 35-394. The parties acknowledge that A.R.S. Section 35-394 prohibits Arizona public entities from entering into contracts with companies that use the labor of ethnic Uyghurs or other persecuted minorities under forced labor conditions in the People’s Republic of China. HSI, as a component of the U.S. Department of Homeland Security, is a federal agency and is not subject to this Arizona statute. HSI affirms that it complies with applicable federal laws and policies, including the Uyghur Forced Labor Prevention Act (Pub. L. No. 117-78), and is committed to ensuring its operations and procurements are free from forced labor.

#### **EFFECTIVE DATE AND ADDITIONAL PARTIES.**

The terms of this MOU become effective on the date the last Party signs.

SO AGREED on behalf of the entities/organizations below:

#### **HSI-Arizona**

|             |    |                                             |
|-------------|----|---------------------------------------------|
| _____       | By | _____                                       |
| Date Signed |    | Ray A. Rede, Acting Special Agent in Charge |

**CITY OF KINGMAN**, a municipal corporation of the State of Arizona

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Rusty Cooper, Chief, Kingman Police Department

**APPROVED AS TO FORM AND IN**

**COMPLIANCE WITH A.R.S. § 11-952:**

**KINGMAN CITY ATTORNEY**

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Carl W. Cooper, City Attorney

**ATTESTATION OF CITY APPROVAL**

I, Annie Meredith, Clerk of Kingman, Arizona, hereby certify that the City Council of Kingman, Arizona, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, approved on behalf of City of Kingman, an Arizona municipal corporation, for the purposes stated, the foregoing MOU.

\_\_\_\_\_  
Clerk, City of Kingman, Arizona

(Seal)

**CITY OF BULLHEAD CITY**, a municipal corporation of the State of Arizona

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Daniel Sharp, Interim Chief, Bullhead City Police Department

**APPROVED AS TO FORM AND IN**

**COMPLIANCE WITH A.R.S. § 11-952:**

**CITY OF BULLHEAD CITY ATTORNEY**

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Garnet K. Emory, City Attorney

**ATTESTATION OF CITY APPROVAL**

I, Debie Ogden, Clerk of the City of Bullhead City, Arizona, hereby certify that the City Council of Bullhead City, Arizona, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, approved on behalf of City of Bullhead City, an Arizona municipal corporation, for the purposes stated, the foregoing MOU.

\_\_\_\_\_  
Clerk, City of Bullhead City, Arizona

(Seal)

**LAKE HAVASU CITY**, a municipal corporation of the State of Arizona

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Troy Stirling, Chief, Lake Havasu City Police Department

**APPROVED AS TO FORM AND IN**

**COMPLIANCE WITH A.R.S. § 11-952:**

**LAKE HAVASU CITY ATTORNEY**

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Kelly Garry, City Attorney

**ATTESTATION OF CITY APPROVAL**

I, Kelly Williams, Clerk of Kingman, Arizona, hereby certify that the City Council of Lake Havasu City, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2025, approved on behalf of City of Lake Havasu City, an Arizona municipal corporation, for the purposes stated, the foregoing MOU.

\_\_\_\_\_  
Clerk, City of Lake Havasu City, Arizona

(Seal)

**MOHAVE COUNTY SHERIFF**, an elected official of Mohave County in the State of Arizona

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Doug Schuster, Sheriff, Mohave County Sheriff's Department

**APPROVED AS TO FORM AND IN**

**COMPLIANCE WITH A.R.S. § 11-952:**

**ATTORNEY FOR THE MOHAVE COUNTY SHERIFF'S  
DEPARTMENT**

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Kimberly Aune, Attorney

**COUNTY ATTORNEY**, an elected official of Mohave County in the State of Arizona

\_\_\_\_\_ By \_\_\_\_\_  
Date Signed Matt Smith, County Attorney, Mohave County Attorney's Office