

County Attorney's Comment

Date: March 21, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: April 5, 2016 Agenda Item Number 3660 (Agreement Number 2016-03 between the Gila County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration for cannabis eradication).

Two Mandatory Clauses are Missing

The County Attorney's Office cannot approve this contract as to form because it fails to comply with two statutes: A.R.S. § 38-511 and § 41-4401.

A.R.S. § 41-4401

A.R.S. § 41-4401(A) reads, in part:

Every government entity shall require that *every government entity contract include all* of the following provisions: 1. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of warranty under paragraph 1 shall be deemed a material

breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

(Emphasis added.)

The agreement does not comply with this binding legislative directive.

A.R.S. § 38-511

A.R.S. § 38-511 establishes that every contract to which the state or its political subdivisions are a party must contain notice of the right to cancel the contract due to conflict of interest. The agreement does not contain this mandatory reference.