



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

Award  Contract  Grant

Requested Board Meeting Date: 07/03/2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson.

**\*Project Title/Description:**

Intergovernmental agreement between Pima County and The City of Tucson for The Pima County Attorney's Office for the Office of Justice Programs FY17 Body-Worn Camera Program Award.

**\*Purpose:**

Financial support for the salary and employee related expenses for 1.5 full time equivalent, newly created positions over two years who will assist in dealing with the anticipated work flow caused from the increased amount of Tucson's Police body worn cameras.

**\*Procurement Method:**

Not Applicable.

**\*Program Goals/Predicted Outcomes:**

To help address the increased work load of Body Worn Camera Video and associated legally mandated video redactions attributed to the increased amount attributed to Tucson Police body worn cameras.

**\*Public Benefit:**

The body worn cameras assist police officers in the field with investigations while providing a level of transparency to the members of the public. Body Worn Camera digital recordings constitute evidence in criminal cases which must be redacted to remove confidential information. Additionally, separate redactions must be undertaken for public records requests.

**\*Metrics Available to Measure Performance:**

Monthly financial and programmatic reports.

**\*Retroactive:**

Yes. IGA was received on January 19, 2018 from the City of Tucson.

**Contract / Award Information**

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: City of Tucson financial support to Pima County.

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

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

**Amendment / Revised Award Information**

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

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

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

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

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

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

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

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: GTAW Department Code: PCA Grant Number (i.e., 15-123): 18-083

Effective Date: 10/01/2017 Termination Date: 09/30/2019 Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 176,940.00

\*All Funding Source(s) required: Office of Justice Programs through the City Of Tucson

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? City Of Tucson

Contact: Rozana Villanes

Department: County Attorney Telephone: 724-5631

Department Director Signature/Date: DAVE SMITH 6/18/18

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

County Administrator Signature/Date: C. J. D. [Signature] 6/19/18

(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**Pima County and the City of Tucson**  
**For the**  
**Office of Justice Programs (OJP) FY17 Body-Worn Camera Program Award**

**WHEREAS**, the City of Tucson ( "City") and Pima County ( "County") desire to enter into this Intergovernmental Agreement "Agreement" on behalf of their respective operations; and

**WHEREAS**, City is empowered by its charter to enter into contracts and maintain the Tucson Police Department (herein after referred to as "TPD") for the purposes stated herein, and is authorized by Arizona Revised Statutes (ARS) §11-952 et seq., to enter into intergovernmental agreements; and

**WHEREAS**, County is authorized to enter into this Agreement pursuant to ARS §11-952 et seq.; and

**WHEREAS**, City and County, (jointly the "Parties"), have submitted a joint application for Office of Justice Programs ("OJP") funds to the U.S. Department of Justice; and

**WHEREAS**, City agrees to act as the applicant fiscal agent and provide County \$176,940 from the OJP award; and

**WHEREAS**, City will allocate its portion of \$198,060 from the OJP award to support the salary and employee related expenses for one full time equivalent (FTE), newly created position to the City Prosecutor's Office over two years and to supply body worn cameras, related supplies and travel expenses to attend related training; and

**WHEREAS**, Pima County Attorney's Office ("PCAO") will use its allocation of \$176,940 to support the salary and employee related expenses for 1.5 FTE, newly created positions over two years who will assist in dealing with the anticipated work flow; and

**WHEREAS**, it is in City's and County's best interests to reallocate the OJP funds,  
**NOW, THEREFORE**, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to establish the responsibilities of the Parties, with respect to the fiscal management of funds provided under the OJP Program.

**ARTICLE II. DURATION AND EFFECTIVE DATE**

The term of this Agreement shall be from October 1, 2017 to September 30, 2019 or as extended by the US Department of Justice; provided that it will only take effect upon approval by the respective governing bodies of the City and the County. The Agreement term corresponds to the term for primary sources of federal funding for the Agreement activities, which is from October 1, 2017 to September 30, 2019 for the OJP Program. The Parties may extend the term if additional OJP funding becomes available.

**ARTICLE III. DEFINITIONS**

- A. The following terms as used in this Agreement are defined as follows:
1. TPD – The Tucson Police Department, which is the City department that will act as the fiscal agent for the OJP Program funds awarded to the City and County.
  2. PCAO – The County Attorney's Office, which will be reimbursed with grant funds by the fiscal agent for eligible costs.

**ARTICLE IV. OBLIGATIONS**

- A. Role of Parties:
1. County's Role
    - a) To manage the resources maintained with the funds provided to it.

- b) To ensure that all reimbursed costs meet the guidelines under which the OJP Program funding was awarded for the redaction of recorded media directly for support of casework attributed to Tucson Police Department's Body Worn Camera Program
- c) To provide documentation to the fiscal agent to support reimbursement of grant-funded expenditures incurred by County on a monthly basis. Such documentation shall meet the criteria established by the fiscal agent.

2. Role of TPD

- a) To act as the City's and County's fiscal agent for the OJP Program and to maintain all financial records associated with grant expenditures.
- b) To ensure that all expenditures charged to the OJP Program are in accordance with federal guidelines.
- c) To furnish the PCAO with the criteria necessary for that agency to receive reimbursement.
- d) To provide reimbursement to the PCAO as described in the recitals within 30 days of receipt of proper supporting documentation of grant-related expenditures.

B. Relationships of Parties:

- 1. Each Party shall appoint and identify a contact person for the exchange of information and resolution of any problems under this Agreement. Each Party agrees to inform the other of the name and telephone number of such liaison

and to exchange any other information relevant thereto in order that the function may be performed.

2. Each Party is solely responsible for insuring that its grant-reimbursable expenditures comply with the policies and procedures required under the OJP Program award. Should any one of the Parties incur expenditures that are deemed improper under the OJP Program guidelines and a reimbursement to the granting agency is required, the party incurring the original expenditures shall be solely responsible for that reimbursement. No other Party to this Agreement will be liable for any part of that reimbursement.

#### **ARTICLE V. INDEMNIFICATION AND INSURANCE**

To the extent authorized by law, each Party agrees to indemnify and hold harmless the other from all injuries to persons or property caused by acts or omissions of the Party and/or its agents arising out of the Party's activities under this Agreement. In the event of concurrent liability, the Parties have the right of contribution from one another in proportion to the respective liability of each Party.

#### **ARTICLE VI. TERMINATION**

Either Party may terminate this Agreement in whole or in part on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the termination date.

#### **ARTICLE VII. MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.

- B. The Parties agree that should a dispute arise between them, in any manner, and said dispute involves the sum of Ten thousand Dollars (\$10,000) or less in monetary damages only, exclusive of interest, cost or attorney's fees, the Parties will submit the matter to Binding Arbitration and the decision of the arbitrator(s) shall be binding upon the Parties.
- C. This Agreement is solely for the use and benefit of the Parties thereto, and is not intended to confer rights or benefits on any third Parties that would not exist in the absence of this Agreement.
- D. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the County or the City does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the City of Tucson shall have no further obligation to the County other than for payment with OJP Program funds for services rendered prior to cancellation.
- E. Legal Authority. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- F. Worker's Compensation. Each party shall comply with the notice of ARS §§23-1022(E). For purposes of ARS §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations in place, and said party shall have the sole

responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

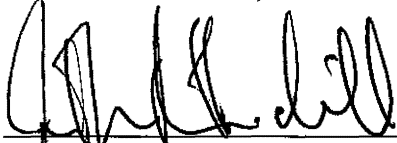
- G. Counterparts – This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
- H. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment approved and signed by both Parties.
- I. This Agreement is subject to the provision of A.R.S.§38-511 which is incorporated herein by this reference.
- J. Governing Law – The laws of the State of Arizona govern the interpretation of this Agreement. Any court action brought pursuant to the Agreement must be file and maintained in an Arizona Court in Pima County.

**REMAINDER OF PAGE BLANK**




**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

**CITY OF TUCSON, AZ**

  
\_\_\_\_\_  
Jonathan Rothschild  
Mayor

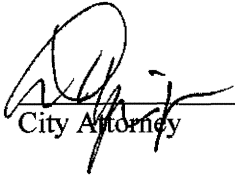
**COUNTY OF PIMA, AZ**

  
\_\_\_\_\_  
Chair  
Board of Supervisors

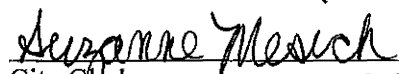
**ATTORNEY CERTIFICATION**

The forgoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned who have determined that it is in proper form and is with the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

**CITY OF TUCSON:**

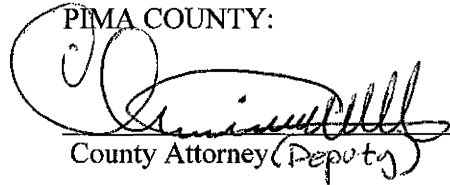
  
\_\_\_\_\_  
City Attorney

Attest:

  
\_\_\_\_\_  
City Clerk, Roger W. Randolph

Date: May 22, 2018

**PIMA COUNTY:**

  
\_\_\_\_\_  
County Attorney (Deputy)

Attest:

  
\_\_\_\_\_  
Clerk of Board of Supervisors