



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 07/16/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

State of Arizona Department of Public Safety

***Project Title/Description:**

AZ-DPS Border Drug Interdiction

***Purpose:**

The Pima County Attorney's Office has been awarded \$138,285 to maintain the level of local border support funding afforded it under the prior BDI grant. The funds will cover 30% FTE each of two of the Community Protection Bureau (CPB) prosecutors assigned to drug trafficking cases, while a PCAO detective would continue to work halftime on the project.

Together, the three would continue investigations and prosecution of cases involving transportation of bulk amounts of drugs from Mexico through Pima County. These prosecutors and detective are part of the team supporting the multijurisdictional Greater Tucson Counter Narcotics Alliance's (CNA) work with border-related homicides and the mid-level drug traffickers who use Tucson stash houses in coordinating their national distribution of the opioids including fentanyl, methamphetamine, and other illicit drugs. The PCAO investigator does research, serves subpoenas and aids in location of witnesses, among other duties. (The Alliance also includes AZ Department of Public Safety officers.)

***Procurement Method:**

The grant award was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

This grant was awarded in order to enable the Community Protection Bureau and the Pima County Attorney's Office to sustain the current level of border protection.

***Public Benefit:**

This grant will maintain the current level of local border support funding, which will enable continued prevention of drug transportation across the border through Pima County.

***Metrics Available to Measure Performance:**

Not required by grantor.

***Retroactive:**

No.

Grant approved
6/20/24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: _____

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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ 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): 24-123
Commencement Date: 07/16/2024 Termination Date: 06/30/2025 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 138,285.00

*All Funding Source(s) required: State of Arizona Department of Public Safety

*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)?

N/A

Contact: Amy Gaudet

Department: PCA

Telephone: (520) 724-8036

Department Director Signature: [Signature] Date: 6/20/2024

Deputy County Administrator Signature: [Signature] Date: 6-20-2024

County Administrator Signature: _____ Date: 6/21/2024

**Intergovernmental Agreement between
Pima County and the State of Arizona for
Local Border Support**

This Intergovernmental Agreement ("IGA" or "**Agreement**") is entered into by and between Pima County ("**County**"), a body politic and corporate of the State of Arizona, on behalf of the Pima County Attorney's Office ("**PCAO**") and the State of Arizona, Department of Public Safety, ("**DPS**").

1. Background.

1.1. County and DPS may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 41-1713(B)(3); 11-951, *et seq.*

1.2. PCAO applied for the DPS Border Drug Trafficking Grant on November 11th, 2023. DPS accepted PCAO's application and awarded funding in the amount of \$138,285 ("**Award Amount**") on February 22nd, 2024. PCAO's application is attached as **Exhibit A – Border Trafficking Grant Request** (1 page).

2. Purpose. The purpose of this IGA is to provide Local Border Support ("**LBS**") funding to enhance law enforcement services to investigate and prosecute individuals charged with drug trafficking, human smuggling, and other border-related crimes within Pima County, through the cooperative efforts of DPS and PCAO.

2.1. **DPS Responsibilities.** DPS will disburse the Award Amount pursuant to Section 4, **Payment**, below.

2.2. **County Responsibilities.** County will utilize the Award Amount funding pursuant to Exhibit A, which is incorporated herein by reference.

3. Term. This IGA will be effective on the date it is fully executed by both parties and will terminate on June 30, 2025, unless earlier extended or terminated by agreement of the parties.

4. Payment. DPS will disburse LBS funding for two 30% FTEs and one 50% FTE for the positions identified in **Exhibit A** at a total of \$138,285. Any unexpended funds will be de-obligated and returned to DPS.

4.1. **Fees.** In no event will either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

5. Recordkeeping. All records regarding this Agreement, including the deputies' time accounting logs, must be retained for 5 years in compliance with A.R.S. § 35-214.

6. Jurisdiction. County agrees to permit its deputies, as part of their duties supporting the multijurisdictional Greater Tucson Counter Narcotics Alliance ("**CNA**") to work outside of their regular jurisdictional boundaries.

7. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the

extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

8. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
9. **Dispute Resolution.** In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. § 12-1518 and § 12-133.
10. **Limitations.** This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement will be construed as limiting or expanding the statutory responsibilities of the parties.
11. **Compliance with Laws.** The parties will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
12. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
14. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
15. **Termination.** Either party may terminate the Agreement for convenience or cause upon 30 days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective.
16. **Non-Appropriation.** Every payment obligation of DPS 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, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
17. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
18. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the

parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

19. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
20. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

STATE OF ARIZONA:

Phillip L. Case, Budget Officer
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

COUNTY:

Laura Conover, Pima County Attorney
Pima County Attorney's Office
32 N. Stone Avenue
Tucson, Arizona 85701

21. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
22. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
23. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
24. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
25. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

STATE OF ARIZONA

Adelita S. Grijalva
Chair, Board of Supervisors

Jeffrey D. Glover
Director, Department of Public Safety

Date

5/7/2024
Date

ATTEST

ATTEST

Clerk of the Board

[Title]

Approval

The foregoing Intergovernmental Agreement between Pima County and the State of Arizona has been reviewed by the undersigned and is hereby approved as to content.

Nicole Heath, Legal Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the State of Arizona has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

STATE OF ARIZONA:

Deputy County Attorney

[Title]
Assistant Attorney General

EXHIBIT A (1 PAGE)

Border Drug Trafficking Grant Request From Pima County Attorney's Office

The Pima County Attorney's Office requests \$138,285 to maintain the level of local border support funding afforded it under the prior BDI grant. If awarded, the funds would cover 30% FTE each of two of the Community Protection Bureau (CPB) prosecutors assigned to drug trafficking cases, while a PCAO detective would continue to work halftime on the project.

Together, the three would continue investigations and prosecution of cases involving transportation of bulk amounts of drugs from Mexico through Pima County. These prosecutors and detective are part of the team supporting the multijurisdictional Greater Tucson Counter Narcotics Alliance's (CNA) work with border-related homicides and the mid-level drug traffickers who use Tucson stash houses in coordinating their national distribution of the opioids including fentanyl, methamphetamine, and other illicit drugs. The PCAO investigator does research, serves subpoenas and aids in location of witnesses, among other duties. (The Alliance also includes AZ Department of Public Safety officers.)

This request is only to fund the partial FTES, as follows:

PCAO Border Strike Force Request						
	Position	FTE	Total Wages	Partial	Total EREs	Partial
CPB/CNA	Attorney II	30%	\$102,485.90	\$30,745.77	\$39,189.58	\$11,756.87
CPB/CNA	Attorney II	30%	\$101,584.80	\$30,475.44	\$25,594.70	\$7,678.41
CPB/CNA	Detective	50%	\$75,322.52	\$37,661.26	\$39,934.49	\$19,967.25
		110%		\$98,882.47		\$39,402.53

Partial Salaries	\$98,882.47
Partial EREs	\$39,402.53
<i>Subtotal</i>	\$138,285.00
<i>Total</i>	\$138,285.00

Contacts: Nicole Heath, PCAO Legal Administrator, Nicole.Heath@pcao.pima.gov
(520) 262-7044
Rosa Ramos, PCAO Grants Accountant, Rosa.Ramos@pcao.pima.gov
(520) 724-8231
Cheryl Brownstein-Santiago, PCAO Grantwriting Consultant
cbrownsant@gmail.com
(562) 279-3839