

INTERGOVERNMENTAL AGREEMENT
Between
Pima County and the City of Tucson
For the
Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

WHEREAS, the City of Tucson (herein after referred to as the “City”) and Pima County (herein after referred to as the “County”) desire to enter into this Intergovernmental Agreement herein after referred to as “Agreement” on behalf of their respective operations; and

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

WHEREAS, the City and County, disparate jurisdictions, (herein after referred to as the “Parties”), have submitted a joint application for JAG funds to the U.S. Department of Justice; and

WHEREAS, the Parties have entered into a Memorandum of Understanding indicating the City will serve as the applicant/fiscal agent for the joint JAG funds; and

WHEREAS, The City, as the applicant fiscal agent, will allocate 5% of the total grant Award (\$17,490) towards administrative costs associated with the grant and allocate its portion (\$166,154) of the remaining amount to upgrade current telecommunications equipment, renew the applicable warranty / maintenance contract, and provide additional training on mobile telecommunications equipment; and

WHEREAS, The City agrees to act as the applicant fiscal agent and provide the County \$166,155 from the JAG award plus a proportional share of the interest earned during the life of the grant for use in eligible programs; and

WHEREAS, the Pima County Attorney's Office (PCAO) will use their allocation of \$83,077 plus interest earned to reduce violent crime by holding offenders sufficiently accountable. Specifically, grant funds will be used to defray the salary of one FTE prosecutor who will be assigned to a unit which prosecutes egregious and complicated felony violent crime cases, including but not limited to: Aggravated Assault, Murder, Attempted Murder, Robbery, Attempted Robbery, Rape and Sexual Assault; and

WHEREAS, the Pima County Sheriff's Department (PCSD) will apply its allocation of \$83,078 plus interest earned to replace and upgrade laptop computers and increase community outreach programs to the public;
and

WHEREAS, it is in the City's and County's best interests to reallocate the JAG funds;
and

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 City and County, with respect to the fiscal management of funds provided under the JAG Program. This Agreement sets forth the responsibilities of the Parties herein and conditions under which the Agreement shall be executed.

ARTICLE II. DURATION AND EFFECTIVE DATE

The term of this Agreement shall be from October 1, 2012 to September 30, 2016 or as extended by the US Department of Justice provided that it shall 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, 2012 to September 30, 2016 for the JAG Program. The term may be extended by action of the Parties if additional funding is obtained.

ARTICLE III. DEFINITIONS

- A. The following terms as used in this Agreement are defined as follows:
1. TPD – The Tucson Police Department, which will act as the fiscal agent or the JAG 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.
 3. PCSD – The Pima County Sheriff's Department, which will be reimbursed with grant funds by the fiscal agent for eligible costs.
 4. Parties – City of Tucson and Pima County.

ARTICLE IV. OBLIGATIONS

- A. Role of Parties:
1. Agencies other than the City
 - a. To manage the resources maintained with the funds provided to each respective party.
 - b. To insure that all reimbursed costs meet the guidelines under which the JAG Program was awarded.

- c. To provide documentation to the fiscal agent to support reimbursement of grant-funded expenditures incurred by each respective party on a monthly basis. Such documentation shall meet the criteria established by the fiscal agent.

2. Role of TPD

- a) To act as the fiscal agent for the JAG Program and to maintain all financial records associated with grant expenditures.
- b) To insure that all expenditures charged to the JAG Program are in accordance with federal guidelines.
- c) To furnish the PCAO and PCSD with the criteria necessary for those agencies to receive reimbursement.
- d) To provide reimbursement to the PCAO and PCSD 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. The Parties may jointly develop such Memoranda of Understanding executed between their respective chief administrators to address specific daily operations and training as may be necessary to implement the conditions of

this Agreement. Any changes to such Memoranda of Understanding may be made by mutual agreement of the Parties without the need for modifying the terms of this Agreement.

3. Each Party is solely responsible for insuring that its grant-reimbursable expenditures comply with the policies and procedures required under the JAG Program award. Should any one of the Parties incur expenditures that are deemed improper under the JAG 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

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 to the extent permissible by law. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.

ARTICLE VI. TERMINATION

This Agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the contemplated termination.

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, concerning Memoranda of Understanding (Article IV.B.2) 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 do 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 JAG 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.

REMAINDER OF PAGE BLANK

IN WITNESS WHEREOF, the Parties have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

CITY OF TUCSON, AZ



Jonathan Rothschild December 2, 2013
Mayor

COUNTY OF PIMA, AZ

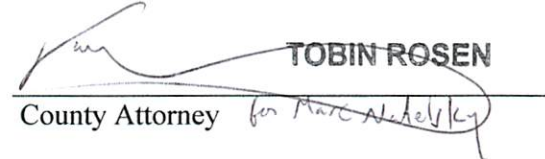
Ramon Valadez, Chair
Board of Supervisors

APPROVED AS TO FORM:



dep City Attorney

APPROVED AS TO FORM:



TOBIN ROSEN

Reputy

County Attorney for Marc A. Helwig

Attest:



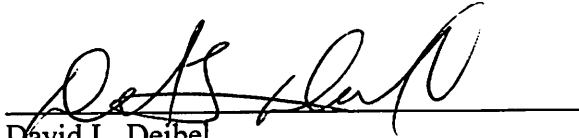
City Clerk December 2, 2013

Attest:

Clerk of Board of Supervisors

Intergovernmental Determination

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



David L. Deibel
Chief Deputy City Attorney

 **TOBIN ROSEN**

Deputy County Attorney *for Marc Nodelsky*