



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/17/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

State of Arizona - Department of Public Safety

***Project Title/Description:**

Drug Enforcement and Investigations

***Purpose:**

To enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexican border within Pima County through the cooperative efforts of DPS and PCSD. Grant provides 75% funding for three law enforcement officers.

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

To enhance law enforcement services concerning the criminal activities.

***Public Benefit:**

To reduce criminal activities related to transnational crimes.

***Metrics Available to Measure Performance:**

Monthly reports

***Retroactive:**

Yes, The contract was received by the Sheriff's Department on 09/07/2023. Due to the length of time that the Department and County processes, the first Board of Supervisor meeting is on 10/17/2023. If the grant is not approved, the Sheriff's Department will not not deploy the officers or participate in the cooperative efforts to reduce crime in Pima County through this funding opportunity.

*kmj approves
ms 9/29/23*

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: SD Grant Number (i.e., 15-123): 24*038
Commencement Date: 07/01/2023 Termination Date: 06/30/2024 Amendment Number: _____
Match Amount: \$ 63,475.00 Revenue Amount: \$ 253,900.00

*All Funding Source(s) required: State of Arizona - Department of Public Safety & Sheriff General Fund

*Match funding from General Fund? Yes No If Yes \$ 63,475.00 % 25

*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: Julia Gates

Department: Sheriff

Telephone: 520-351-4734

Department Director Signature: _____ Date: 9/27/23
Deputy County Administrator Signature: _____ Date: 9-29-2023
County Administrator Signature: _____ Date: 9-29-2023

**INTERGOVERNMENTAL AGREEMENT
REGARDING
DRUG ENFORCEMENT AND INVESTIGATIONS**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Pima County Sheriff's Department ("PCSD").

The purpose of the Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs and transnational threats related to the US/Mexico border within Pima County, through the cooperative efforts of DPS and the PCSD.

DPS is authorized and empowered to enter into this IGA pursuant to ARS §41-1713 B3. Both parties are authorized and empowered to enter into this IGA pursuant to ARS §11-952. PCSD is authorized and empowered pursuant to §11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

Utilizing the Drug Enforcement and Investigations Bureau, hereinafter referred to as "DEI," funds, DPS agrees to partially fund three (3) full-time PCSD sworn officers (deputies). DPS and PCSD agree the three (3) PCSD deputies will be assigned to PCSD/DEI on a full-time basis to perform the mission of PCSD/DEI, as directed by PCSD and DPS.

During this period of assignment, PCSD and DPS agree to allow said deputies to maintain all benefits, rights, and privileges available to said deputies as if he/she were assigned on a full-time basis to PCSD. The assigned deputies must abide by all of the applicable rules and regulations of PCSD and are subject to its disciplinary process

II. REIMBURSEMENT

DPS agrees to reimburse PCSD on a monthly basis (based upon DPS weekly time sheets completed by the deputies) for seventy-five (75%) percent of payroll expenses of the deputies related to this assignment, including salary, shift pay, benefits (which accrue during the time of the IGA) and employee related expenses to include employer's workers compensation and social security at the established rate, vacation and sick leave taken while working PCSD/DEI. DPS agrees to reimburse no more than \$253,900 annually.

Overtime compensation will be for PCSD/DEI related joint operations only. There must be a minimum of 40 hours of PCSD/DEI related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse PCSD for overtime compensation to its deputies based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the deputies, will not be reimbursed. PCSD will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an

ongoing investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the deputies reporting to DEI, PCSD agrees to furnish DPS with the following information: officer's annual, bi-weekly, and hourly rates of pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. As part of this agreement, if monies are available, DPS will fund salary raises or modifications to salaries provided PCSD submits such modifications to DPS at least 60 days prior to the effective date of such modification.

PCSD agrees to provide to DPS, by the 15th of each month, a report of the previous month's PCSD/DEI enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the deputies by DPS under employee travel guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA. Any other equipment assigned to the deputies for use during the assignment shall remain the property of the party that assigned the equipment.

III. IMMIGRATION

All parties agree to comply with ARS §23-214 and §41-4401.

IV. NON-DISCRIMINATION

The parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

V. 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 fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, deputies, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any deputies assigned to DEI will be subject to random and/or for cause, drug, and alcohol testing in accordance with his/her agency's guidelines. If the agency does not have a drug free program, the deputies will be required to submit to testing pursuant to the DPS Drug Free Workplace program. Each assigned deputy shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS93202056. DPS shall not charge any fee or cost to the agency for any assigned deputies who undergo testing. Deputies may be removed from DEI for failure to comply with the program or for failure to pass a DPS drug screening requirement.

VII. RECORDKEEPING

All records regarding the IGA, including the deputy's time accounting logs, must be retained for five (5) years in compliance with ARS §35-214, Entitled Inspection and Audit of Contract Provisions

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

PCSD agrees to permit their deputies to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under ARS §§12-1518 and §§12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to ARS §23-1022D, for the purposes of Worker's Compensation coverage, PCSD deputies covered by the IGA shall be deemed to be employees of both agencies. PCSD, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the deputy's assignment to DEI.

XII. 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 shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and expenses shall be reimbursed retroactively back to July 1, 2023. This agreement is effective from July 1, 2023, through June 30, 2028, and will automatically renew annually.

Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to PCSD notifying them of termination of funding and cancellation of the IGA.

XIV. NON-AVAILABILITY OF FUNDS

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.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to ARS §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (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. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

Major Walter Mercer
Arizona Department of Public Safety
6401 S Tucson Blvd.
Mail Drop 4008
Tucson, AZ 85706

Sheriff Chris Nanos
Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, AZ 85714

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Colonel Jeffrey Glover, Director
Arizona Department of Public Safety

DATE: _____

APPROVED AS TO FORM:

BY: [Signature]
Assistant Attorney General

DATE: 9/5/23

PIMA COUNTY SHERIFF'S DEPARTMENT

BY: [Signature]
Chris Nanos, Sheriff

DATE: 9-8-2023

APPROVED AS TO FORM:

BY: [Signature] SEAN HOLGUIN
County Attorney

DATE: 9/8/23

PIMA COUNTY BOARD OF SUPERVISORS:

BY: _____
Chair

DATE: _____

DPS Contract No.

ATTEST:

DATE: _____



OFFICE OF THE ARIZONA ATTORNEY GENERAL

**KRIS MAYES
ATTORNEY GENERAL**

**STATE GOVERNMENT DIVISION
VANESSA P. HICKMAN, DIVISION CHIEF COUNSEL**

TRANSPORTATION SECTION

**KENNETH R. HUGHES
UNIT CHIEF COUNSEL
DIRECT PHONE NO. 602-542-1639
KENNETH.HUGHES@AZAG.GOV**

AGREEMENT DETERMINATION

The agreement between the Arizona Department of Public Safety and the Pima County Sheriff's Department (DPS Contract No. 2018-097-R1), was reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General. The Agreement is proper in form and is within the powers and authority granted under the laws of the State of Arizona.

No opinion is expressed as to the authority of parties, other than the State of Arizona and its agencies, to enter into the Agreement.

DATE: September 5, 2023.

**KRISTIN K. MAYES
Attorney General**

A handwritten signature in blue ink, appearing to read "KR HUGHES", is written over the printed name of Kenneth R. Hughes.

**Kenneth R. Hughes
Assistant Attorney General**

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Arizona Department of Public Safety 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:

AZ DEPARTMENT OF PUBLIC SAFETY



Deputy County Attorney

SEAN HOLGUIN