



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/21/2021

* = Mandatory, Information must be provided

or Procurement Director Award:

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

State of Arizona – Department of Public Safety

***Project Title/Description:**

AZDPS Border Strike Force: Prosecutorial & Jail Expense

***Purpose:**

Utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crimes. This grant is shared 50/50 with Pima County Attorney's Office.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To provide supplemental funding for prosecutorial and jail expenses.

***Public Benefit:**

To provide supplemental funding for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling illegal immigration and border related crimes.

***Metrics Available to Measure Performance:**

Monthly reports

***Retroactive:**

Yes, received on 10/20/2021.

12/21/2021 10:30 AM

(Handwritten initials)

AMI Approved 12/15/21 JJS

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): 22*68

Commencement Date: 07/01/2021 Termination Date: 06/30/2022 Amendment Number:

Match Amount: \$ Revenue Amount: \$ 166,666.66

*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)?

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 520-351-6374

Department Director Signature: Julia Gates Date: 12/01/2021

Deputy County Administrator Signature: Date:

County Administrator Signature: Date: 12/15/2021

**MEMORANDUM OF UNDERSTANDING
REGARDING BORDER STRIKE TASK FORCE**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and Pima County.

This MOU serves as notification for the release of funds granted to Pima County by the Arizona Legislature and passed through DPS to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration, and other border related crime.

I. PARTICIPATION

DPS agrees to provide Pima County with \$166,666.66 pursuant to Laws 2016, Chapter 117.

Pima County agrees to utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration, and other border related crime.

Pima County certifies its agencies will fully comply with A.R.S. §11-1051 of the law.

II. FUNDING

DPS shall disburse \$166,666.66 to Pima County in two payments as follows:

- \$83,333.33 after October 1, 2021
- \$83,333.33 after April 1, 2022

III. REPORTING REQUIREMENT

By April 30, 2022, Pima County shall provide a report to DPS that details actual expenditures, accounting obligations, and planned expenditures of the funds provided by this agreement. The report shall reflect activity during the reporting period of July 1, 2021 through March 31, 2022. Expenditures, accounting obligations, and planned expenditures shall be reported by the following line items: Personal Services, Employee Related Expenditures, Professional and Outside Services, Travel In-State, Other Operating Expenditures, Capital Equipment, Non-Capital Equipment, and Miscellaneous. The line items shall be as defined by the State of Arizona, as found at <https://gao.az.gov/sites/default/files/SAAM-4c00-20140701.pdf>. The "Miscellaneous" category shall encompass all line items defined by the State of Arizona that are not explicitly listed herein. In addition to the line-item reporting, Pima County shall provide a brief narrative description of the expenditures, obligations, and planned expenditures. The narrative shall explain what was purchased, obligated, and/or planned, what has been accomplished with expenditures to date, and what is planned to be accomplished with future expenditures.

IV. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State 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, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this

provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages because of termination under this paragraph.

V. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, 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.

VI. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

VII. RECORDKEEPING

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VIII. EFFECTIVE DATE/DURATION

The term of this MOU is July 1, 2021 through June 30, 2022. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

IX. CANCELLATION

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

X. COMMUNICATION

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

Lt. Colonel Deston Coleman, Jr.
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Ms. Sharon Bronson, Chair
Pima County Board of Supervisors
130 W. Congress St., 10th Fl.
Tucson, Arizona 85701

XI. VALIDITY

This document contains the entire understanding 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 MOU is held to be invalid, the remaining provisions shall not be affected.

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

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: *Kenneth Heston*
Heston Silbert, Colonel
Director

Date: 9/15/2021

PIMA COUNTY

By: *Sharon Bronson*
Sharon Bronson, Chair
Pima County Board of Supervisors

Date: 9-21-2021

PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Date