



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 11/12/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

***Project Title/Description:**

Edward Byrne Justice Assistance Grant

***Purpose:**

U.S Department of Justice Programs passed through City of Tucson to provide financial support to the Pima County Attorney's Office and the Pima County Sheriffs Department. The Pima County Attorney's Office (PCAO) will use its \$97,556 Justice Assistance Grant (JAG) Category 2 Local Solicitation funds to hold accountable the people who are responsible for violent crimes and reducing violent crime. Specifically, grant funds will be used to support the salary and EREs of one FTE prosecutor. That bureau handles violent felony cases, including but not limited to aggravated assault, murder, attempted murder, robbery, attempted robbery and home invasions. The Pima County Sheriff's Department (PCSD) will use its \$97,556 Justice Assistance Grant (JAG) Category 2 Local Solicitation funding for continued support of community outreach programs – Rape Aggression Defense, Dispose-A-Med, Shred-A-Thon, Child Passenger Safety Seat, and Public Service Announcements. The Department is NIBRS certified and therefore not setting aside 3% for NIBRS certification. For a total of \$195,112.00.

***Procurement Method:**

The grant award was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

To improve and enhance law enforcement programs related to Criminal Justice and to reduce violent crime and serious offenses by holding those responsible sufficiently, swiftly and surely accountable.

***Public Benefit:**

Greater public safety for City and County residents.

***Metrics Available to Measure Performance:**

Quarterly financial and programmatic reports.

***Retroactive:**

Yes. Agreement was under review since January 5, 2024, with PCAO and COT for renewal regarding the budget and scope of service. Several modifications have been made and on July 2, 2024 both parties have agreed on the agreement while continuing to operate as if the IGA was still in legal effect. On August 7, 2024 COT approved on the Mayor and Council meeting and returned the agreement to PCAO on September 16, 2024. Therefore, the parties will, for all purposes, deem the agreement to have been in effect as of the commencement date. If not approved, this will affect the public safety Pima County residents.

6/11/24
G. J. J. J.
9/27/24

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: Grant Department Code: PCA Grant Number (i.e., 15-123): 70366
Commencement Date: 10/01/2022 Termination Date: 09/30/2026 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 195,112.00

***All Funding Source(s) required:** Justice Assistance Grant (JAG) Funds from the Office of Justice Programs passed 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: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

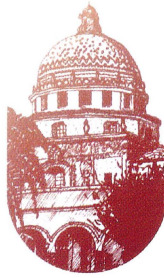
Department Director Signature: _____ Date: 9/19/2024

Deputy County Administrator Signature: _____ Date: 9/27/2024

County Administrator Signature: _____ Date: 9/27/2024

Laura Conover

Pima County Attorney



(520) 724-5600

pcao.pima.gov

32 N. Stone Avenue, Tucson, AZ 85701

DATE: 09/23/2024

TO: Board of Supervisors

FROM: Star Romero, Grants Coordinator II

SUBJECT: Intergovernmental Agreement (IGA) between City of Tucson and Pima County Attorney's Office for FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award (City Wide)

Background: Please find three original copies of the Intergovernmental Agreement (IGA) City of Tucson to provide financial support for the Pima County Attorney's Office from the FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award (City Wide).

Requested Action: Please sign all three copies of the agreement as requested by the City of Tucson.

Please let me know if you have any questions.

Thank you,
Star Romero
Grants Coordinator II
Pima County Attorney's Office
32 N. Stone Ave., 19th Floor
Tucson, AZ 85701
(520) 724-6000
Star.Romero@pcao.pima.gov

ADOPTED BY THE
MAYOR AND COUNCIL

August 7, 2024

RESOLUTION NO. 23799

RELATING TO INTERGOVERNMENTAL AGREEMENTS: APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR THE 2023 DEPARTMENT OF JUSTICE (DOJ) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

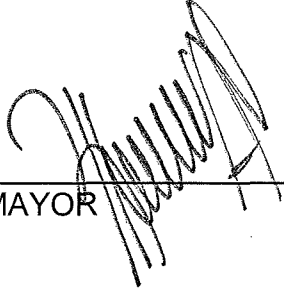
SECTION 1. The IGA between the City and Pima County for the 2023 DOJ Edward Byrne Memorial JAG Program Award, attached hereto as Exhibit A, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

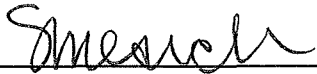
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of
Tucson, Arizona, August 7, 2024.



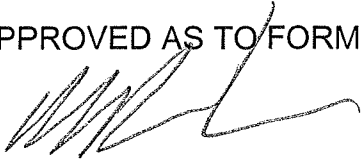
MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

RN/dv
07/22/2024

City of Tucson
Project: Edward Byrne Justice Assistance Grant
Subrecipient name and address: Pima County Attorney's Office, Pima County Sheriff's Office
Amount: \$195,112
GTAW: 24-120

Subrecipient Unique Entity Identifier (UEI):	FVS1C9XG5748	SAM expiration date (if applicable):	10/27/2024
Federal Award Identification Number (FAIN)	15PBJA-23-GG-03085-JAGX	Federal award date	09/25/2023
Subaward term/ period of performance start and end date	10/1/2022-09/30/2026	Sub-award budget period start and end date	10/1/2022-09/30/2026
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$195,112
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)			\$195,112
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable)			\$195,112
Federal award project description (descriptive project title)		This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.	
Funding agency		U.S. Department of Justice	
Pass-through entity (primary recipient)		City of Tucson	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		16.738	
Is this subaward for research and development?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input checked="" type="checkbox"/> De minimis rate	<input type="checkbox"/> No Indirect
required match	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Match amount	N/A

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Intergovernmental Subrecipient Agreement ("Agreement") is between City of Tucson, a body politic and corporate of the State of Arizona ("City"), and Pima County ("Subrecipient" or "County"), a body politic and corporate of the State of Arizona.
- 1.2. Authority. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.* County is authorized by BOS Policy 29.4 to accept grant awards and by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Background and Purpose.
 - 1.3.1. City and County, via cooperative application, annually apply for funding under the U.S. Department of Justice ("DOJ") Edward Byrne Memorial Justice Assistance Grant ("JAG") Program. The Parties' cooperative application and solicitation (C-BJA-2023-171790) are incorporated here by reference. Because there is a funding disparity between City and County, the Parties are required under the JAG Program to submit a joint application. Parties have submitted a memorandum of understanding ("MOU") between them specifying the division of funds allocated under the JAG Program indicating that City will serve as the fiscal agent. City complied with 2 CFR § 200.331 *et seq.* risk assessment requirements in determining that Subrecipient will be receiving Federal program funds under this agreement.

2. Term.

- 2.1. The term of this Agreement commences on October 1, 2022, and will terminate on September 31, 2026 ("Term") or upon the date prior that the FY23 JAG Award funds have been fully expended by the parties and all required reporting has been done. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2. The terms of this Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided,

until the amendment is fully executed by both parties.

- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.

3. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this Agreement may only be used in compliance with the DOJ Grants Financial Guide and the Uniform Guidance at 2 C.F.R. Part 200. Subrecipient is responsible for being informed of all updates to applicable regulations and Federal funding agency's compliance and reporting guidance. Specifically, Subrecipient will use the funding to implement the programs and services described in the grant application.
4. **Financing.** City, as the fiscal agent, will allocate 5% of the total FY23 JAG Award (\$20,536) towards administrative costs (the City is not using any portion of its award to pay indirect costs, so these administrative costs will be direct costs) associated with the grant and allocate its portion (\$195,112) of the remaining amount to enhance eligible programs as set forth in the grant application.
City will also provide County \$195,112 from the FY23 JAG Award plus a proportional share of the interest earned during the life of the grant for use in eligible programs as described in the grant application.
 - 4.1. Budget Adjustment. City will reimburse Subrecipient according to the budgets in the grant application. All reimbursement by City is subject to the availability of grant funds from the DOJ.
 - 4.2. Cost Restrictions. Subrecipient may use funds only for reasonable program purposes as outlined in the Solicitation, O-BJA-2023-171790, City's application, and the Edward Byrne Memorial Justice Assistance Grant Frequently Asked Questions ("FAQ"), incorporated herein by reference.
 - 4.3. Timing of Invoices. Subrecipient will invoice City on a monthly basis. Subrecipient will provide City with invoices on a form similar to that attached hereto as **Exhibit A – Pima County Invoices** (2 pages).
 - 4.4. Program Income. In the event that activities under this Agreement do generate program income, Subrecipient will report program income in its Financial Status Report and Request for Funds for the period in which the income was received. Program income will be used first and reduce the amount of the reimbursement.

5. **Audit Requirements**

- 5.1. Subrecipient will:
 - 5.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F and 2 CFR Part 2400.
 - 5.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by City under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment

from City.

- 5.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
 - 5.1.4. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 5.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 5.1.6. Upon written notice from City, provide a program-specific or financial audit. Such notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 5.1.7. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to City within six (6) months of completion of the audit required pursuant to this Section, unless a different time is specified by City. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 5.2. Subrecipient status:
- 5.2.1. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and provide City with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.

6. Monitoring and Evaluation.

- 6.1. City will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
 - 6.2. Making adequate and acceptable progress in the provision of services;
 - 6.3. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 6.4. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
 - 6.5. Subrecipient shall cooperate in the monitoring and evaluation process by City and/or DOJ. Subrecipient shall assist City in providing reports and documentation to DOJ related to Subrecipient's performance.
7. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:
- 8.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 8.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 8.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 8.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 8.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.
9. **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. 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.
10. **Laws and Regulations.**
- 10.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 10.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
 - 10.3. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the Agreement.
 - 10.4. Mandatory Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Subrecipient must disclose in a timely manner, in writing to the DOJ Office of Inspector General (OIG), all information related to violations, or

suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), the DOJ, and OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the DOJ OIG at the following addresses:

- 10.4.1. Online: The OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online");
- 10.4.2. By mail: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530;
- 10.4.3. By facsimile: DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881.

10.5. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

10.6. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10.7. Non-Discrimination. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient 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. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

11. **Authority to Contract**. Neither party warrants to the other its legal authority to enter into this Agreement. 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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

12. **Full and Complete Performance**. The failure of either party to insist, in one or more

instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

13. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

14. **Termination.**

14.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, City's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

14.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.

14.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and/or available monies for the purpose of maintaining public entity obligations under this Agreement. In the event of such termination, Parties will have no further obligation to one another, other than to pay for outstanding invoices.

15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Laura Conover
Pima County Attorney
Attn: Baird Greene
Chief Deputy Attorney
32 N. Stone Ave. #1900
Tucson, AZ 85701

Pima County Sheriff
Lieutenant Brett Bernstein
Community Resources Section
Commander
1750 E. Benson Highway
Tucson, AZ 85714

With copies to:
County Administrator
Pima County

City:

Chad Kasmar
Chief of Police
Tucson Police Department
270 S. Stone Ave.
Tucson, AZ 85701

With a copy to:

Timothy Thomure
City Manager
255 W. Alameda, 10th Floor
P.O. Box 27210
Tucson, AZ 85701

130 West Congress St., 10th Floor
Tucson, Arizona 85701

Clerk of the Board
Pima County
130 West Congress, 5th Floor
Tucson, Arizona 85701

16. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
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. **Miscellaneous.** 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 here
21. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
22. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
23. **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

Adelita S. Grijalva, Chair Board of Supervisors

Date

ATTEST

Clerk of the Board

APPROVED AS TO CONTENT



Department Representative

9/19/2024

Date

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned lawyers, 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 that they represent.



Deputy County Attorney

Kyle Johnson

Name

04/02/2024

Date

CITY OF TUCSON




Regina Romero, Mayor

August 7, 2024

Date

ATTEST



City Clerk, Suzanne Mesich

Date: August 7, 2024



City Attorney

Mike Rankin

Name

August 7, 2024

Date

Exhibit A (2 pages)

Pima County Invoice Templates

FY 2023 Edward Byrne Memorial Justice Assistance Grant Program					
15PBJA-23-GG-03085-JAGX					
AW000365		GR000977 FY23 Byrne JAG PCAO			
DATE OF INVOICE:					
INVOICE #:					
AGENCY:		Pima County Attorney's Office			
PERIOD OF REIMBURSEMENT:		Month	Year		
Project	Budget line	Budget	Previously submitted	Current request	Balance remaining
RAD	Salary	97,556			97,556.00
	ERE				
		\$97,556.00	\$ -	\$ -	\$97,556.00
Total reimbursement requested:				\$ -	
(Documentation is attached)					
PREPARED BY:		PHONE:			
APPROVED:		DATE:			
Name/Title:					
EMAIL THIS FORM TO: TPDGrants@tucsonaz.gov CC: Treth.Sanchez2@tucsonaz.gov Lynn.Erbe@tucsonaz.gov					

**FY 2023 Edward Byrne Memorial Justice Assistance Grant Program
15PBJA-23-GG-03085-JAGX**

AW000365 GR000978 FY23 Byrne JAG PCSD

DATE OF INVOICE:

INVOICE #:

AGENCY: Pima County Sheriff's Department

PERIOD OF REIMBURSEMENT: Month Year

Project	Budget line	Budget	Previously submitted	Current request	Balance remaining
RAD	Overtime/ERE	35,232			35,232.00
	Travel	7,328			7,328.00
	Certification	1,400			1,400.00
Child Safety Seat	Overtime/ERE	4,837			4,837.00
	Certification	728			728.00
Shred-A-Thon	Overtime/ERE	7,265			7,265.00
	Contractor	9,576			9,576.00
Dispose-A-Med	Overtime/ERE	4,540			4,540.00
PSA		26,650			26,650.00

TOTALS \$ 97,556 \$ - \$ - \$97,556.00

Total reimbursement requested:

(Documentation is attached)

\$ -

PREPARED BY:

PHONE:

APPROVED:

DATE:

Name/Title:

EMAIL THIS FORM TO: TPDGrants@tucsonaz.gov

CC: Treth.Sanchez2@tucsonaz.gov

Lynn.Erbe@tucsonaz.gov