



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 8/6/19

* = Mandatory, information must be provided

or Procurement Director Award

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

The State of Arizona Department of Public Safety

***Project Title/Description:**

State Gang Task Force Detention Liaison Officer (DLO) Units

***Purpose:**

Assign two detention officers to the DPS Gang and Immigration Intelligence Team Enforcement Mission. Indirect costs are not allowed; see section IX Fees. Grant provides 75% funding for two detention officers. The purpose of this agreement is to enhance law enforcement services concerning gangs and criminal activities through the cooperative efforts of the parties.

***Procurement Method:**

Not applicable; grant.

***Program Goals/Predicted Outcomes:**

Collect intelligence and report criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration and other criminal activities. Incorporate the information collected during such routine duties to complement law enforcement activities outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases. Please see addendum A for more information.

***Public Benefit:**

The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

***Metrics Available to Measure Performance:**

Monthly reports.

***Retroactive:**

Yes. Received the IGA for Arizona Department of Public Safety on 6/19/2019. The IGA will be retroactive to July 1, 2019.

GMI Approved 7/24/19 LS
Revised 5/2018

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective 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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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): ~~19*126~~ 20*005

Effective Date: 07/01/2019 Termination Date: 06/30/2020 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 100,000.00 est.

***All Funding Source(s) required:** 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: 351-6374

Department Director Signature/Date: Julia Guter 6/27/2019

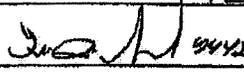
Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. P. Schaeffer 7/2/19

(Required for Board Agenda/Addendum Items)

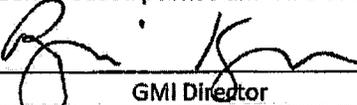
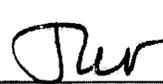
GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Sheriff	Date: 6/27/19
Contact information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	State Gang Task Force Detention Liaison Officer (DLO) Units	
Link to opportunity:	n/a	
Funding agency:	State of Arizona Department of Public Safety	
Amount to be requested:	\$ 100,000.00	
Due date and time:		
What are you going to spend the money on?	<p>Grant reimburses 75% salary and employee related benefits for two (2) corrections officers.</p> <p>Indirect costs are not allowable; see page #4.IX of the agreement.</p>	
What will be the benefit to Pima County?	<p>Enhance law enforcement services concerning gangs and criminal activities via cooperative efforts. Information is collected during routine jail duties and is shared with law enforcement to assist in on-going investigations/activities.</p>	
Indirect costs – check one:	<input type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: % <input type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) I <input checked="" type="checkbox"/> need help understanding indirect costs = Indirect costs are not allowable	
By:	 _____ Department Director or Designee	Date: 6/27/19

GRANT COST/BENEFIT ANALYSIS

To be completed by GMI staff

CFDA No.	none		
Competitive Criteria:	Funding comes from AZ Dept. of Public annual appropriation, and is a state-wide multi-agency task force led by the AZDPS Gang Enforcement Bureau. Agencies must warrant compliance with all Federal immigration laws relating to employees. Agencies must agree to submit data to GangNet.		
Other Factors:	Term date is July 1, 2019 - June 30, 2020 (renewable each year for up to five years). Grant renewal is contingent upon legislative annual budget. DLOs (Detention Liaison Officers) are required to attend meetings and trainings designated by DPS.		
Number of Awards:	Total amount to be awarded: \$ 100,000.00		
Match Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If required what is the amount/percent: 25%	
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	Page 2 of IGA states, "Agency will pay 25% of payroll related expenses", meaning DPS will only reimburse up to 75% of costs. Award amount is estimated based on anticipated personnel charges and payroll related expenses. DPS is not obligated to reimburse the Agency for salary raises, unless the Agency submits modification to DPS at least 60 days prior to reimbursement. Amount reimbursed shall be for actual costs only; travel guidelines set forth by the AZ Dept. of Administration must be followed to receive reimbursement. All records, including personnel time and accounting logs, must be kept for five years.		
Will this project require additional office/project space?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will this project require staff time that cannot be paid for by the grant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Will your project require any equipment items over \$5,000 per item?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does the proposal use a fixed price contract?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is this project subject to Human Subjects compliance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Does this project involve subrecipients?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Allowable Indirect Rate:	0 If Indirect is not allowed, attach documentation.		
List any other proposal or funder specific requirements:	Pg. 4 of the IGA states, "In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA". Travel, materials, and equipment are allowable expenses; however, any equipment purchased must be returned in the event the IGA is terminated. DLO officers should not be assigned normal detention or correctional officer duties, and are required to spend 100% of their time on GIITEM activities.		
GMI notes & recommendations:			
GMI recommends acceptance of this funding, allowing two personnel to act as dedicated Detention Liaison Officers to collect and report data related to gang-related trafficking and other criminal activity. This data helps inform evidence-based policies and data-driven decisions that increase public safety in Pima County and Arizona.			
By:		Date:	6/30/19
	GMI Director		
County Administrator Approval Request			
Approved:	<input checked="" type="checkbox"/>	Not Approved:	<input type="checkbox"/>
		Subject to Further Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.			
By:		Date:	7/1/2019
	County Administrator or Designee		

**INTERGOVERNMENTAL AGREEMENT
REGARDING
STATE GANG TASK FORCE
DETENTION LIAISON OFFICER (DLO) UNITS**

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 Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning gangs and any criminal activities through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

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

I. PARTICIPATION

The Agency agrees to assign up to two (2) detention officers, herein referred to as "personnel," to the DPS Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) on a full-time basis to perform the duties of intelligence collection and reporting regarding criminal street gangs, prison gangs, security threat groups, human smuggling, illegal immigration, and other criminal activities and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel will be assigned to a DPS DLO Unit on a full-time basis and will perform the duties of a Detention Liaison Officer as delineated in Addendum "A" and for such assignments within the purposes of this IGA, as directed by DPS.

Personnel are monitored by their own agencies; however, for day to day operations, personnel receive direction and supervision from the DPS appointed supervisor.

The Agency agrees to assign said personnel to locations to best facilitate the intelligence collection and reporting requirements of this agreement. During this period of assignment, the Agency and DPS agree to allow said personnel to maintain all benefits, rights, and privileges available to said personnel as if they were assigned on a full-time basis to the Agency. The assigned personnel must abide by all of the applicable rules and regulations of the Agency and is subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding with the Arizona Department of Public Safety relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

Personnel are assigned to DPS GIITEM on a full-time basis to perform the duties and activities for such assignments within the purposes of this IGA, as directed by DPS. DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the personnel) for up to 75 percent of payroll expenses of the personnel related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working for the State Gang Task Force, hereinafter referred to as "GIITEM." DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but is not used by the personnel, will not be reimbursed. The Agency will pay 25 percent of payroll related expenses. All personnel costs, including shift pay, will be based on the following assumptions: a standard 40-hour work week scheduled according to the needs of the Agency, with the understanding the 40-hour work week may be altered to address the needs of DPS as related to an on-going investigation, special assignment, or training.

Prior to the personnel reporting to GIITEM, the Agency agrees to furnish DPS with the following information: personnel annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the personnel by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the IGA duration up to the specified limitations.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

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's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) 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 personnel, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any personnel assigned to GIITEM 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 personnel will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned personnel 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 DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned personnel who undergoes testing. The personnel may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214 and 44-4401.

1. The Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That section reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and contract may be terminated.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure the Agency is complying with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including the personnel's time accounting logs, must be retained for five years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

IX. FEES

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

X. JURISDICTION

The Agency agrees to permit their personnel to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

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.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency personnel covered by the IGA shall be deemed to be an employee of both agencies. The Agency, 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 personnel's assignment to GIITEM.

XIII. 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.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1 through June 30, and shall renew annually on July 1 for a period of time not to exceed five years. 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 the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding the GIITEM DLO Unit participation are cancelled as of the effective date of this IGA.

XV. 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.

XVI. CANCELLATION

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

XVII. TERMINATION

Either party may terminate the IGA 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. 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:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Mark Napier, Sheriff
Pima County Sheriff's Office
1750 East Benson Highway
Tucson, Arizona 85714

XVIII. 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 provisions shall not be affected.

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

STATE OF ARIZONA

PIMA COUNTY SHERIFF'S OFFICE

BY: 
Colonel Frank L. Milstead, Director
Arizona Department of Public Safety

BY: 
Mark Napier, Sheriff
Pima County Sheriff's Office

DATE: 6/13/2019

DATE: 6/25/19

Intergovernmental Agreement – GIITEM Detention Liaison Officer Units

DPS Contract No. 2019-040

Arizona Department of Public Safety / Pima County Sheriff's Office

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Assistant Attorney General



County Deputy Attorney

DATE: 5/31/19

DATE: 6/21/19

Addendum "A"



GIITEM

GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION

May 21, 2019

DETENTION LIAISON OFFICER UNITS

Introduction:

The Detention Liaison Officer (DLO) Units are a component of the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM). DLOs are from various sheriffs and corrections departments assigned to GIITEM, who remain at, and perform gang investigative and intelligence duties in jails and prisons. DLOs collect and report information regarding criminal street gangs, human smuggling organizations, security threat groups, and other criminal activities as well as conducting and assisting with criminal investigation efforts. DLOs are assigned to a DPS DLO Unit on a fulltime basis and serve as a resource for city, county and state law enforcement. GIITEM reimburses participating agencies for up to 75 percent of the DLO salary and employee related expenses.

Detention Liaison Officer Units:

The DPS DLO Units leverage investigation and intelligence capabilities by including detention and corrections officers in the collection and reporting process. Sheriffs departments and correctional facilities already perform inmate classification duties to prevent violence and other problems in their facilities. The DLO Units aim to incorporate the information collected during such routine duties to complement law enforcement activity outside the facilities. The DLO activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

GIITEM offers to sheriffs departments and other correctional facilities the opportunity to participate in the DLO Units' efforts. To participate, an agency must complete an Intergovernmental Agreement (IGA) with the Department of Public Safety. Additionally, the participating agency must agree, through a MOU, to utilize GangNet.

Personnel assigned to a DLO Unit continue to work at their agency's detention facilities, but are assigned to collecting, documenting, and reporting any gang and criminal activity. The Gang Member Information Card (GMIC) information collected by the DLO is entered into GangNet by the participating agency DLO and/or provided to the appropriate jurisdiction. The DLO provides statistical reporting to the designated DPS DLO supervisor on a weekly and monthly basis. Because the position of a DLO is critical to interviewing and collecting information from gang members and/or regarding any criminal activities, DLOs should not be assigned normal detention or correctional officer duties.

As approved by DPS, DLOs may participate and attend meetings and training in order to stay current on gang trends and activities within and outside of the state of Arizona. When approved by DPS, GIITEM

pays for all DLO travel related costs, including hotel, meals, and mileage. DLOs are monitored by their own agencies; however, in matters related to the DLO Unit day to day operations, DLOs receive direction and supervision from an appointed DPS DLO Unit supervisor.

GIITEM may provide the DLOs equipment and materials to accomplish their duties. DLOs will be responsible for the equipment and materials assigned to them and all such items shall be returned to GIITEM in the event the IGA is terminated.

DLO RESPONSIBILITIES:

- Interview individuals to develop intelligence about gangs and any criminal activity.
- Assist their own and other agencies with investigation efforts.
- Conduct intelligence debriefings of gang members being released from prison/jail.
- Collect any information on illegal conveyances into the United States and any information regarding smuggling operations.
- Review inmate mail, phone calls, visitor logs, and notes written/drawn by known incarcerated gang members.
- Provide training to fellow detention officers regarding gang and criminal intelligence collection.
- Establish a facility list of known gangs, gang leadership, number of gang members, and types of criminal activities both inside and outside of incarceration.
- Complete and/or enter GMIC cards into GangNet.
- Prepare intelligence and information reports and statistic documentation on a weekly and monthly basis to the DPS DLO supervisor.
- Coordinate any absences (annual leave, sick leave, training, etc.) with the DPS DLO supervisor.
- Attend DLO Units' intelligence and training meetings.
- Respond to and complete requests from gang task forces or investigators regarding incarcerated gang members and gangs.

AGENCY RESPONSIBILITIES:

- The sheriffs departments and correctional facilities (*county, state, federal*) agree to allow the assigned DLO for their agency to do their DLO duties on a full-time basis free of being assigned normal detention or correctional officer duties.
- Agree to allow the assigned DLO to attend meetings and training designated by DPS in order to remain current on gang trends and intelligence.
- Agree to provide a work area within the facility free of distraction and one that will provide the tools, equipment and materials necessary to accomplish DLO duties and responsibilities.

FUNDING:

- GIITEM is funded by annual legislative appropriation.
- GIITEM reimburses participating agencies per the IGA and funding is on a 12 months basis.
- Approval and continuance of the IGA is subject to the availability of funds.

PIMA COUNTY

Chairman, Board of Supervisors

Date

Clerk of the Board

Date