



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: February 15, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

U.S. Department of Justice Office of Justice Programs passed through City of Tucson

***Project Title/Description:**

FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award.

***Purpose:**

To provide financial support to the Pima County Attorney's Office (for the salary and employment-related expenses of one FTE prosecutor) and the Pima County Sheriff's Department (to fund community outreach programs, fund overtime costs, required annual certifications, and training).

***Procurement Method:**

Not Applicable.

***Program Goals/Predicted Outcomes:**

To improve or enhance law enforcement programs related to Criminal Justice. To reduce crime and protect public safety by holding criminals accountable.

***Public Benefit:**

Greater public safety for City and County residents.

***Metrics Available to Measure Performance:**

Quarterly financial and programmatic reports.

***Retroactive:**

Yes, the performance period of this award began October 1 2021 and runs until September 30 2025; award notice dated December 10, 2021 was misdirected and delivery was delayed. A decision by the Pima County Board of Supervisors to not approve this award will hinder departmental abilities to conduct vital community awareness activities and pay for law enforcement certification/training and funding of a highly seasoned prosecutor's salary to be passed to County taxpayers.

GMI approved
Jon 2/10/22

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

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

Amount This Amendment: \$ _____

***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: PCA Grant Number (i.e., 15-123): 22-084
Commencement Date: 10/01/21 Termination Date: 09/30/25 Amendment Number: none
☐ Match Amount: \$ none ☒ Revenue Amount: \$ 88,452

***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)?**
Federal DOJ funds are passed through City of Tucson

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 520-724-6000

Department Director Signature: Arika Wells Date: 02/08/2022

Deputy County Administrator Signature: [Signature] Date: _____

County Administrator Signature: [Signature] Date: 2/9/2022

ADOPTED BY THE
MAYOR AND COUNCIL

November 9, 2021

RESOLUTION NO. 23416

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR THE 2021 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 2021 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.

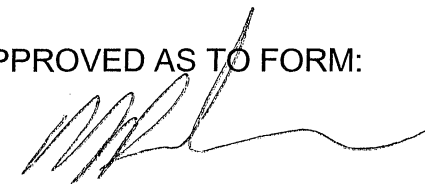
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 9, 2021.

For 
MAYOR


ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

RN:ct
11/3/21

INTERGOVERNMENTAL AGREEMENT
Between
Pima County and the City of Tucson
For the
2021 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 (\$18,621) towards administrative costs associated with the grant and allocate its portion (\$176,904) of the remaining amount to enhance the Department’s operational programs through the purchase of critical systems. Three percent of the grant will be set aside for National Incident-Based Reporting System (NIBRS) compliance per grant requirement and will provide

training for NIBRS compliance. The remainder will be used for equipment to enhance the department.

WHEREAS, The City agrees to act as the applicant fiscal agent and provide the County \$176,904 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 \$88,452 plus interest earned to alleviate violent crime by holding offenders accountable. Specifically, grant funds will be used to support the salary and employee related expenses for one full time equivalent prosecutor who will be hired for or re-assigned to a unit which prosecutes egregious and complicated felonies; and

WHEREAS, the Pima County Sheriff's Department (PCSD) will apply its allocation of \$88,452 plus interest earned to continue with community outreach programs – These programs include a Rape Aggression Defense (RAD) program; a Dispose-A-Med program; and a Shred-A-Thon program – to the public;

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, 2021 to September 30, 2025 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, 2021 to September 30, 2025 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 for 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 ensure 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 ensure 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 ensuring 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 does 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

COUNTY OF PIMA, AZ

for 

Regina Romero
Mayor


Sharon Bronson, Chair
Board of Supervisors

Date: November 9, 2021

Date: _____

Attest:

Attest:



City Clerk, Roger W. Randolph

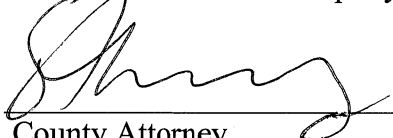
Clerk of Board of Supervisors

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys, 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 represented by that attorney.



City Attorney



County Attorney