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# MEMORANDUM

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Date: December 1, 2022

To: The Honorable Chair and Members  
Pima County Board of Supervisors

From: Jan Leshner   
County Administrator

Re: **Additional Information for the December 20, 2022 Board of Supervisors Meeting – Arizona Department of Administration - House Bill 2862 – Payments to Sheriff Deputies and Corrections Officers**

## Background

[House Bill 2862](#), passed by the State Legislature in June of 2022, included an appropriation of funding for counties to retain and recruit Sheriff Deputies and Corrections Officers from the Border Security Fund. This appropriation is to be distributed by the Arizona Department of Administration, which has provided the attached intergovernmental agreement for approval by Pima County.

The agreement specifies that retention payments of \$10,000 and recruitment payments of up to \$5,000 are to be paid out quarterly to line-level deputies and detention officers per the provisions of Laws 2022, Chapter 313, Section 110. The Sheriff's Department currently has 790 employees eligible to receive retention payments. As of November 28, 2022, the Sheriff's department has successfully hired 83 Sheriff and Corrections Officers who are eligible to receive the recruitment payments. In coordination with the Sheriff's Department, Finance and Risk Management has created the following schedule for when the payments would be made if this agreement is approved:

<b>Retention Payment Plan</b> (\$10,000 in total paid over 8 quarters)		
Quarter	Amount	Pay Date
Q1	\$ 1,250	January 6, 2023
Q2	\$ 1,250	January 6, 2023
Q3	\$ 1,250	January 6, 2023
Q4	\$ 1,250	March 31, 2023
Q5	\$ 1,250	June 23, 2023
Q6	\$ 1,250	September 29, 2023
Q7	\$ 1,250	December 22, 2023
Q8	\$ 1,250	March 29, 2024

<b>New Hire Incentive Payment Plan</b> (\$5,000 in total paid over 4 quarters)		
Quarter	Amount	Pay Date
Q1	\$ 1,250	June 23, 2023
Q2	\$ 1,250	September 29, 2023
Q3	\$ 1,250	December 22, 2023
Q4	\$ 1,250	March 29, 2024

The Honorable Chair and Members, Pima County Board of Supervisors

Re: **Additional Information for the December 20, 2022 Board of Supervisors Meeting – Arizona Department of Administration - House Bill 2862 – Payments to Sheriff Deputies and Corrections Officers**

December 1, 2022

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The total amount authorized in the legislation for payment to Pima County is \$9,175,000. Currently anticipated expenditures total \$8,315,000, which would be paid to the following groups of individuals:

	<b>Eligible Employees</b>	<b>Payment Amount</b>	<b>Total</b>
<b>Retention Payment</b>	790	10,000	7,900,000
<b>New Hire Payment*</b>	83	5,000	415,000
		<b>Grand Total:</b>	<b>\$ 8,315,000</b>
* New Hires as of November 28, 2022			

The amount initially allocated to Pima County for retention payments was based on budgeted positions, which is the primary reason that number was significantly higher than we needed for filled positions. The Arizona Department of Administration is seeking clarification as to whether or not any unspent retention funds, totaling \$860,000, can be used for future new hires.

Recommendation

I recommend that the Board of Supervisors authorize the County Administrator to execute the attached agreement and distribute the retention and recruitment payments for eligible Sheriff Deputies and Corrections Officers per the proposed schedule above.

JKL/anc

Attachment

- c: Carmine DeBonis, Jr., Deputy County Administrator
- Francisco García, MD, MPH, Deputy County Administrator and Chief Medical Officer
- Steve Holmes, Deputy County Administrator
- Ellen Moulton, Director, Finance & Risk Management
- Cathy Bohland, Director, Human Resources
- Michelle Campagne, Senior Advisor, Pima County Administrator’s Office



**Douglas A. Ducey**  
Governor

**Andy Tobin**  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION  
DIRECTORS OFFICE**

100 NORTH FIFTEENTH AVENUE • SUITE 302  
PHOENIX, ARIZONA 85007

**ADOA Agreement Number DBFFY23L22CH31311**

This Agreement is entered into by and between **Pima County** and the **Arizona Department of Administration** (hereinafter referred to as "**ADOA**"), and shall be effective as indicated in Section 1 - Term of Agreement.

**A.** Pima County and ADOA enter into this Agreement pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. Whereas \$53,405,000.00 was appropriated from the Border Security Fund established by section 26-105, Arizona Revised Statutes, in fiscal year 2022-2023 to the Arizona Department of Emergency and Military Affairs to allocate to the ADOA for one-time payments to line-level deputies and detention officers in accordance with the provisions of Laws 2022, Chapter 313, Section 110.

**B.** Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs..

**C.** Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

**1. Term of Agreement**

This Agreement shall be effective from **October 1st, 2022** and shall remain in effect until **June 30th, 2025**.

**2. Scope of Services**

The **ADOA** shall provide a \$10,000 one time payment to line-level deputies and detention officers employed by **Pima County Sheriff's Office** as of **May 1st, 2022**. The **Pima County Sheriff's Office** shall distribute the payment to eligible employees in equal quarterly installments over two years. Due to the lag in the availability of the funds to the Pima county, the equivalent of two quarterly payments may be made in either the 4<sup>th</sup> quarter of 2022 or the 1<sup>st</sup> quarter of 2023.

The **Pima County Sheriff's Office** will be eligible for up to **\$9,175,000** and for the purposes of providing a one time recruitment payment not to exceed \$5,000 per new hire, the amount of which to be determined at the discretion of each individual Sheriff, for line level deputies and detention officers at the County Sheriff's department hired into the agency from **May 1, 2022** until **April 30, 2023**.

Line level deputies and detention officers employed by the county sheriff's office are defined as the below:

Full time staff either under general supervision or in a first level supervisory role. Line level deputy and detention officer may include those that have a rank one level above the first level supervisory role, but act in the same capacity as the first level supervisor due to staffing shortages.

In the event a deputy or detention officer separates from their agency prior to receiving all eligible quarterly payments, the deputy or detention officer will no longer be entitled to the remainder of the unpaid balance.

A deputy or detention officer that resigns from their agency prior to receiving all eligible quarterly payments and takes a position with another sheriff's office in Arizona is not eligible for a recruitment payment from the new agency.

In the event an eligible employee is promoted to an ineligible position between May 1, 2022 and April 30, 2024, the employee will continue to receive the remainder of the quarterly payments as part of the original retention agreement.

An employee that has received any part of the recruitment or retention payment from one sheriff's agency and transfers to another sheriff's agency is ineligible for the recruitment payment from the new agency.

### **3. Changes to Scope of Services**

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by Pima County and **ADOA**.

### **4. Reporting Requirements**

**Financial:** Pima County shall submit a report to ADOA on the actual use of the monies received and the most recent staffing and retention data for the positions receiving the payment. Each report shall be submitted to **ADOA** on or before **August 30th, 2023** and **August, 30th, 2024**.

### **5. Manner of Financing**

The **ADOA** shall:

1. Provide up to a total amount not to exceed **\$9,175,000** from the Border Security Fund for reimbursement to Pima County for costs associated with the activities listed in Section 2.

Pima County shall:

1. Provide documentation for reimbursement requests not to exceed **\$9,175,000**.

2. Submit reimbursement requests based off of the schedule from Table A.
3. Use the funds to support the activities outlined in Section 2.

## **6. Termination**

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party.

## **7. Reports and Records**

Each party shall establish and maintain records regarding its performance under this Agreement, in accordance with the records retention standards established by the Arizona State Library, Archives and Public Records or such other commercially reasonable standards, as applicable.

## **8. Availability of Funds**

Every payment obligation of the ADOA under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADOA or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the ADOA or any other agency of the State of Arizona in the event this provision is exercised, and neither the ADOA nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **9. Executive Order 2009-9**

The parties shall comply with Executive Order 2009-9, 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.

## **10. Alternate Dispute Resolution**

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.

## **11. Governing Law**

This Agreement is pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. This Agreement shall be construed in accordance with the laws of the State of Arizona.

## **12. Miscellaneous**

It is mutually agreed by the parties that:

- a. Subject to Section 3, any amendments to this Agreement must be in writing and signed by both parties.

- b. The undersigned is authorized to enter into and execute this Agreement on behalf of the respective party.
- c. All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

<b>Pima County:</b>	<b>ADOA:</b>
Pima County	Arizona Department of Administration
Attn: County Administrator	
115 N Church Ave. Suite 231	100 N. 15 <sup>th</sup> Avenue
Tucson, AZ 85701	Suite 302
	Phoenix, AZ 85007
	ATTN: Andy Tobin
	Director
Phone Number: 520-724-8661	Phone Number: 602.542.1500
E-Mail: jan.lesher@pima.gov	

**THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement:

**Pima County:**

**ADOA:**

Pima County

Arizona Department of Administration

By: \_\_\_\_\_  
Jan Leshner, County Administrator

By:  \_\_\_\_\_  
Andy Tobin, Director

Date: \_\_\_\_\_

Date: November 3, 2022

\_\_\_\_\_  
Chair, Board of Supervisors

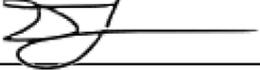
\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

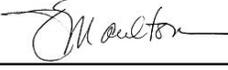
APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney

Daniel Jurkowitz  
\_\_\_\_\_  
Print DCA Name

11/22/2022  
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Department Head

11/22/2022  
\_\_\_\_\_  
Date