



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 9/6/16

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): State of Arizona - Department of Public Safety

Project Title/Description:

AZDPS Border Strike Force Bureau

Purpose:

To enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S./Mexican border within Pima County through the cooperative efforts of DPS and PCSD.

Procurement Method:

Competitive Grant Application Process

Program Goals/Predicted Outcomes:

To provide strategic and innovative law enforcement services to Pima County focused on crimes that have a nexus with the border between Arizona/Mexico.

Public Benefit:

To reduce criminal activities of syndicates, drug and human smuggling, street gangs and transnational threats.

Metrics Available to Measure Performance:

Monthly reports

Retroactive:

No

Original Information

Document Type: GTAW Department Code: SD Contract Number (i.e.,15-123): 17*008
Effective Date: 9/6/16 Termination Date: 6/30/17 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ 25% of Salary/ERE for 3 deputies ☒ Revenue Amount: \$ 200,000.00 (75% Salary/ERE for 3)
Funding Source(s): State of Arizona-Department of Public Safety

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Toni Robinson
Department: Sheriff Telephone: 351-3185
Department Director Signature/Date: *Julia Riley* 8/17/16
Deputy County Administrator Signature/Date: _____
County Administrator Signature/Date: *C. Deulbury* 8/18/18
(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT
REGARDING
BORDER STRIKE FORCE BUREAU**

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 Department ("PCSD").

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of criminal syndicates', drug and human smuggling organizations, street gangs and transnational threats related to the U.S/Mexico border within Pima County, through the cooperative efforts of DPS and the PCSD.

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. PCSD is authorized and empowered pursuant to §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

Utilizing Border Strike Force Bureau, hereinafter referred to as "BSFB," funds, DPS agrees to partially fund three (3) fulltime PCSD sworn officers (deputies). DPS and PCSD agree the three (3) PCSD officers will be assigned to PCSD/BSFB on a fulltime basis to perform the mission of PCSD/BSFB, as directed by PCSD, and DPS.

During this period of assignment, PCSD and DPS agree to allow said officers to maintain all benefits, rights, and privileges available to said officers as if he/she were assigned on a full-time basis to PCSD. The assigned officers must abide by all of the applicable rules and regulations of PCSD and are subject to its disciplinary process.

II. REIMBURSEMENT

DPS agrees to reimburse PCSD on a monthly basis (based upon DPS weekly time sheets completed by the officers) for seventy-five (75%) percent of payroll expenses of the officers 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 workers compensation and social security at established rates, vacation and sick leave taken while working PCSD /BSFB.

Overtime compensation will be for PCSD/BSFB related joint operations only. There must be a minimum of 40 hours of PCSD/BSFB related work in order for DPS to reimburse for overtime in any given week. Based on DPS rules, DPS will reimburse PCSD for overtime compensation to its officers based on funding availability.

Monthly vacation or sick leave which accrues, but not used by the officers, will not be reimbursed. PCSD will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officers reporting to BSFB, PCSD agrees to furnish DPS with the following information: officer's 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 PCSD for salary raises or modifications to base salaries, unless PCSD submits such modification to DPS at least 60 days prior to the effective date of such modification.

PCSD agrees to provide to DPS by the 15th of each month a report of the previous month's PCSD /BSFB enforcement operations, investigations and statistics in the format specified by DPS.

All DPS approved travel expenses will be reimbursed directly to the officers 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 incurred during the effective dates of this IGA.

Any other equipment assigned to the officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

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 officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officers assigned to BSFB 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 officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer 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 officers who undergo testing. Officers may be removed from BSFB for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including the officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

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

IX. JURISDICTION

PCSD agrees to permit their officers to work outside of their regular jurisdictional boundaries.

X. 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.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, PCSD officers covered by the IGA shall be deemed to be employees of both agencies. PCSD, 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 officer's assignment to BSFB.

XII. 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.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and shall remain in effect until June 30th, 2017. Thereafter, the duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years from July 1st, 2016.

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 PCSD notifying them of termination of funding and cancellation of the IGA.

XIV. 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.

XV. 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.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (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:

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

Sheriff Chris Nanos
Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, Arizona 85714

XVII. 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.

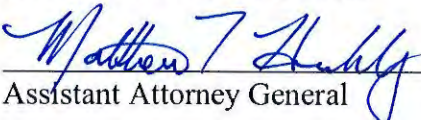
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

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

DATE: 8/2/16

APPROVED AS TO FORM:


Assistant Attorney General

DATE: 7/27/16

PIMA COUNTY SHERIFF'S DEPARTMENT

BY: 
Chris Nanos, Sheriff

DATE: 8-17-16

APPROVED AS TO FORM:


County Attorney

DATE: 8/16/16

PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION / TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
MATTHEW T. HERLIHY
ASSISTANT ATTORNEY GENERAL


July 28, 2016

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012016002749 (**DPS IGA 2016-106**), an Agreement between public agencies, the State of Arizona and the Pima County Sheriff's Department, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

MARK BRNOVICH
Attorney General


MATTHEW T. HERLIHY
Assistant Attorney General
Transportation Section

MTH:rl:# 5227425
Attachment