



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 10/02/2018

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

State of Arizona - Arizona Department of Public Safety

***Project Title/Description:**

AzDPS Border Strike TaskForce

***Purpose:**

Funding to be used for prosecutorial and jail expenses for persons charged with drug trafficking, human smuggling, illegal immigration and other border related crimes.

***Procurement Method:**

N/A

***Program Goals/Predicted Outcomes:**

***Public Benefit:**

The cost to Pima County for prosecution and housing of persons charged with drug trafficking, human smuggling, illegal immigration and other border related crime will be reduced.

***Metrics Available to Measure Performance:**

Detailed expenditure reports will be provided to granting agency

***Retroactive:**

Yes, Grant documents not received until 9/27/2018

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 ☐ AmendmentDocument Type: GTAW Department Code: GMI Grant Number (i.e.,15-123): 19*026Effective Date: 7/1/2018 Termination Date: 6/30/2019 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 166,666.66***All Funding Source(s) required:** State of Arizona through its 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: Laura SamuelsonDepartment: Grants Management and InnovationTelephone: 724-7706Department Director Signature/Date:  9/27/18Deputy County Administrator Signature/Date:  9/27/18County Administrator Signature/Date:  9/27/18
(Required for Board Agenda/Addendum Items)

**MEMORANDUM OF UNDERSTANDING
REGARDING BORDER STRIKE TASK FORCE**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS", and Pima County.

This MOU serves as notification for the release of funds granted to Pima County by the Arizona Legislature and passed through DPS to be used for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

I. PARTICIPATION

DPS agrees to provide Pima County with \$166,666.66 pursuant to Laws 2016, Chapter 117.

Pima County agrees to utilize the funding solely for prosecutorial and jail expenses incurred from individuals charged with drug trafficking, human smuggling, illegal immigration and other border related crime.

Pima County certifies its agencies will comply with A.R.S. §11-1051 to the fullest extent of the law.

II. FUNDING

DPS shall disburse \$166,666.66 to Pima County in two payments as follows:

- \$83,333.33 after October 1, 2018
- \$83,333.33 after April 1, 2019

III. REPORTING REQUIREMENT

By April 30, 2019, Pima County shall provide a report to DPS that details actual expenditures, accounting obligations, and planned expenditures of the funds provided by this agreement. The report shall reflect activity during the reporting period of July 1, 2018 through March 31, 2019. Expenditures, accounting obligations, and planned expenditures shall be reported by the following line items: Personal Services, Employee Related Expenditures, Professional and Outside Services, Travel In-State, Other Operating Expenditures, Capital Equipment, Non-Capital Equipment, and Miscellaneous. The line items shall be as defined by the State of Arizona, as found at <https://gao.az.gov/sites/default/files/SAAM-4c00-20140701.pdf>. The "Miscellaneous" category shall encompass all line items defined by the State of Arizona that are not explicitly listed herein. In addition to the line item reporting, Pima County shall provide a brief narrative description of the expenditures, obligations, and planned expenditures. The narrative shall explain what was purchased, obligated, and/or planned, what has been accomplished with expenditures to date, and what is planned to be accomplished with future expenditures.

IV. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State 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, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this

provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

V. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2009-09, 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.

VI. ARBITRATION

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.

VII. RECORDKEEPING

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VIII. EFFECTIVE DATE/DURATION

The term of this MOU is July 1, 2018 through June 30, 2019. Should the State Legislature reduce or eliminate the appropriation for this program, DPS may cancel or modify this MOU.

IX. CANCELLATION

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

X. COMMUNICATION

Any notice required to be given under the MOU will be provided by mail to:

Lt. Colonel Danny Lugo
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638


~~Mr. Ramón Valdez~~, Chair
Pima County Board of Supervisors
130 W. Congress St., 10th Fl.
Tucson, Arizona 85701

XI. VALIDITY

This document contains the entire understanding 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 MOU is held to be invalid, the remaining provisions shall not be affected.

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

ARIZONA DEPARTMENT OF PUBLIC SAFETY

By: 
Frank L. Milstead, Colonel
Director


Date: 9/14/18

PIMA COUNTY

By: _____
Chair
Pima County Board of Supervisors

Date: _____

ATTEST:

 APPROVED AS TO FORM: 9/27/2018
Deputy County Attorney
ANDREW FLAGG

Clerk, Board of Supervisors
Pima County, Arizona