



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 12/3/19

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

State of Arizona - Department of Public Safety

***Project Title/Description:**

Gang Intelligence Immigration Team Enforcement Mission (GIITEM)

***Purpose:**

To identify those crimes that share a nexus with the border between Pima County and Mexico and deploy a law enforcement strategy accordingly in an effort to reduce the amount of violent and peripheral crimes associated with border related crimes.

Grant provides 75% funding for up to eight law enforcement officers, however it is anticipated that the Sheriff's department will only use three commissioned deputies and one sergeant.

Indirect costs are not allowable.

***Procurement Method:**

Not applicable to grant awards

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

To collaborate with the various entities of law enforcement at the local, state and federal level. By collectively working with our law enforcement partners, the Section can deploy in an effective and focused manner in an attempt to stem the flow of illegal drugs and crimes associated with the border.

***Metrics Available to Measure Performance:**

Quarterly reports of statistical data.

***Retroactive:**

Yes, received Intergovernmental Agreement on 10/31/2019.

GMJ approved 1/20/19 *[Signature]*
Revised 9/2019

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 22-10.***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): _____

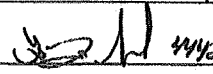
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards)☒ Award ☐ AmendmentDocument Type: GTAW Department Code: SD Grant Number (i.e., 15-123): 20* 46Effective Date: 07/01/19 Termination Date: 06/30/20 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 350,000.00***All Funding Source(s) required:** State of Arizona - Department of Public Safety - 75%
Pima County General Fund - 25%***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: Toni RobinsonDepartment: Sheriff Telephone: 351-3185Department Director Signature/Date: Julia Gates 10/31/2019

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. D. 11/20/19
(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: 11/4/19
Contact information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	Border Crimes and Human Smuggling Enforcement	
Link to opportunity:	n/a	
Funding agency:	State of Arizona Department of Public Safety	
Amount to be requested:	\$ 350,000.00	
Due date and time:		
What are you going to spend the money on?	<p>Grant period: 7/1/19 - 6/30/20 IGA received October 2019.</p> <p>Grant reimburses 75% salary and employee related benefits for up to eight (8) sworn law enforcement personnel; PCSD is responsible for 25%.</p>	
What will be the benefit to Pima County?	<p>Provide strategic and innovative law enforcement services in Pima County focused on crimes that have a nexus with the Arizona / Mexico international border. Collaborate with other area law enforcement agencies - local, state, and federal - to stem the flow of illegal drugs, human trafficking, and other crimes associated with the international border.</p> <p>Indirect costs are not allowable; see page 3.VIII</p>	
Indirect costs -- check one:	<div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <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. </div> </div>	
By: <u></u>		Date: <u>11/4/2019</u>
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS	
To be completed by GMI staff	

CFDA No.	AZ Department of Public Safety		
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Competitive Criteria:	The Gang & Immigration Intelligence Team Enforcement Mission (GIITEM) is a statewide multi-agency task force led by the AZDPS Gang Enforcement Bureau. The mission of the Arizona State Gang Task Force is, in collaboration with citizens, partnered agencies and intelligence resources, to suppress criminal gangs and transnational crime.
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Other Factors:	Sheriff Department assigns up to 8 officers on a full-time basis to the Border Crimes Enforcement and Human Smuggling Program. PCSD will pay 25% of payroll-related expenses; DPS will reimburse (on monthly basis) 75% of payroll expenses. DPS not obligated to reimburse for salary raises/modifications unless given 60-day notice.
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Number of Awards:	Total amount to be awarded: \$ 350,000.00
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Match Required: ☐ Yes ☐ No If required what is the amount/percent: _____

Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	<p>Quarterly reporting of statistical activity and progress toward agreed upon performance measures; ongoing information exchange and intelligence sharing</p> <p>All records regarding IGA, including officer time logs, must be retained for 5 yrs in compliance with ARS Inspection and Audit of Contract provisions.</p> <p>IGA terms become effective on date of last signature and shall expire on 6/30/2020. All prior agreements regarding GITEM Border Crimes Enforcement and Human Smuggling are canceled as of the effective date of this IGA.</p>
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Will this project require additional office/project space? ☐ Yes ☒ No

Will this project require staff time that cannot be paid for by the grant? ☒ Yes ☐ No

Will your project require any equipment items over \$5,000 per item? ☐ Yes ☒ No

Does the proposal use a fixed price contract? ☐ Yes ☒ No

Is this project subject to Human Subjects compliance? ☐ Yes ☒ No

Does this project involve subrecipients? ☐ Yes ☒ No

Is there a Statutory Funding Preference from the funding agency? ☐ Yes ☒ No

Allowable Indirect Rate: not allowed If Indirect is not allowed, attach documentation.

List any other proposal or funder specific requirements:	<p>Should funds no longer be allocated/appropriated, this agreement may be terminated by AZ at the end of the period for which funds are available</p> <p>In no event shall either party to the IGA charge the other for any administrative fees for work performed pursuant to the IGA</p> <p>PC Sheriff's Department shall be liable for any Worker's COmp benefits and processing potential claims occurring during officer assignment to GITEM</p>
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GMI notes & recommendations:

By: Amy Rich Date: 11/14/19
GMI Director

County Administrator Approval Request

Approved: Not Approved: Subject to Further Review: ☐ Yes ☐ 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: 11/15/2019
County Administrator or Designee

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**INTERGOVERNMENTAL AGREEMENT
REGARDING
BORDER CRIMES AND HUMAN SMUGGLING ENFORCEMENT**

This Intergovernmental Agreement (IGA) is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as "DPS" and Pima County through the Pima County Sheriff's Department, hereinafter referred to as "PCSD".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of illegal immigration, human smuggling, and border-related crimes 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 PCSD agrees to assign up to eight (8) Arizona Peace Officer Standards and Training Board (AZ P.O.S.T.) certified sworn law enforcement officers, herein referred to as "personnel," on a full-time basis for such assignments within the purposes of this IGA, as directed by the Sheriff. During this period of assignment, the PCSD 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 PCSD. The assigned personnel must abide by all of the applicable rules and regulations of the PCSD and are subject to its disciplinary process.

This agreement provides FY2020 (July 1, 2019 through June 30, 2020) Gang Intelligence Immigration Team Enforcement Mission (GIITEM) funding in the amount of \$350,000 to address human smuggling and border-related crimes in Pima County.

The PCSD certifies their agency will comply with A.R.S. §11-1051 to the fullest extent of the law.

Quarterly, the PCSD will report statistical activity and progress for agreed upon performance measures (see attached *Addendum #1*). Additionally, ongoing information exchange and intelligence sharing will occur between PCSD and GIITEM.

II. REIMBURSEMENT

The DPS agrees to reimburse the PCSD on a monthly basis (based upon PCSD weekly time sheets completed by PCSD personnel, with supervisory approval) for seventy-five (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 the PCSD ERE rate. Monthly vacation or sick leave, which accrues but is not used by the officer, will not be reimbursed. The PCSD will pay twenty-five (25%) percent of payroll-related expenses. All personnel costs, including shift pay, will be based on the following assumption: a standard forty (40) hour workweek. Prior to reimbursement, the 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 the PCSD for salary raises or modifications to base salaries, unless the PCSD submits such modification to DPS at least 60 days from the effective date of such modification. The amount reimbursed for the aforementioned expenditures shall be for actual costs only for the period of the IGA.

III. 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.

IV. 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.

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 officer supported by GIITEM funding for the purposes of this agreement will be subject to random and/or for cause, drug and alcohol testing in accordance with PCSD guidelines. If the PCSD does not have a drug free workplace program, the officer 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. The DPS shall not charge any fee or cost to the PCSD for any assigned officer who undergoes testing. The PCSD personnel may be removed from the assignment for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officers' 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

The PCSD agrees to permit their personnel to work outside of their regular jurisdictional boundaries, as directed by the Sheriff.

X. 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.

XI. WORKER'S COMPENSATION BENEFITS

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

XII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained and shall expire on June 30, 2020. If funds are not allocated to support this agreement, DPS will provide written notice to PCSO notifying them of termination of funding and cancellation of the IGA. All prior agreements between DPS and PCSD regarding GIITEM Border Crimes Enforcement and Human Smuggling participation are cancelled as of the effective date of the IGA.

XIII. 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.

XIV. 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:

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

Sheriff Mark Napier
Pima County Sheriff's Department
1750 East Benson Highway
Tucson, Arizona 85003 85714-1758

XV. 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: _____

Frank L. Milstead, Colonel
Director

Date: _____

10/22/15

APPROVED AS TO FORM:

Assistant Attorney General

Date: _____

10/15/19

PIMA COUNTY

By: _____

Pima County Board of Supervisors Chairman

Date: _____

ATTEST:

By: _____

Clerk of the Board

Date: _____

PIMA COUNTY SHERIFF'S DEPARTMENT

By: _____

Mark Napier, Sheriff

Date: _____

11/5/19

By: _____

Authorizing County Official

Date: _____

APPROVED AS TO FORM AND LEGAL AUTHORITY:

Date: _____

11/4/19

(ADDENDUM #1)
PERFORMANCE MEASURES
PIMA COUNTY SHERIFF'S DEPARTMENT
Border Crime Section /GIITEM

Mission

The Mission of the Pima County Sheriff's Department Border Crime Section is to identify those crimes that share a nexus with the border between Pima County, Arizona and Mexico and deploy a law enforcement strategy accordingly in an effort to reduce the amount of violent crime and peripheral crimes associated with human and drug smuggling.

Goal

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

Objectives

1. To collaborate with the various entities of law enforcement at the local, state and federal level. By collectively working with our law enforcement partners, the Section can deploy in an effective and focused manner in an attempt to stem the flow of illegal drugs and crimes associated with the border.

PERFORMANCE MEASURE

- Deploy strategically with joint planning from local, state, or federal agencies at least two (2) times per week to ensure information sharing and collaboration with other agencies.
2. To investigate, enforce, prevent, border related crimes such as:
 - a. Human smuggling

PERFORMANCE MEASURE

- Interdict an average of one (1) human smuggling load per week.
- b. Drug smuggling

PERFORMANCE MEASURE

- Interdict an average of three (3) drug smuggling loads per month
- c. Violent and non-violent crimes against unauthorized entrants
 - d. Crimes associated with human and drug smuggling enterprises
 - e. Crimes against the citizens of Pima County
 - f. Gang/organized crime activity, sexual-related offenses, and money laundering

PERFORMANCE MEASURE

- Initiate investigations on an average of five (5) of these types of incidents identified in c-f per month.

3. Develop innovative and intelligence driven deployment strategies.

PERFORMANCE MEASURE

- Demonstrate that deployment or interdiction strategies are based on analysis of data and that this intelligence was used at least one (1) per week to place operational assets. Provide statistical data of these intelligence led operational deployments with narrative of outcomes in the required quarterly report.



MARK BRNOVICH
ATTORNEY GENERAL

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

DAWN NORTHUP
DIVISION CHIEF COUNSEL

MICHAEL RASSAS
ASSISTANT ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

The Agreement (DPS Contract No. 2019-158) between the Arizona Department of Public Safety and the Pima County Sheriff's Office was reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General. The Agreement is proper in form and is within the powers and authority granted under the laws of the State of Arizona.

No opinion is expressed as to the authority of parties, other than the State of Arizona and its agencies, to enter into the Agreement.

DATE: 10/15/19

MARK BRNOVICH
Attorney General

MICHAEL RASSAS
Assistant Attorney General

PHX#8277796