



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 1/21/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

State of Arizona - Department of Public Safety

***Project Title/Description:**

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. Grant provides 75% funding for three law enforcement officers. This action will accept additional funding and continue grant agreement through 6/30/2020.

***Procurement Method:**

Not applicable to grant awards

***Program Goals/Predicted Outcomes:**

To enhance law enforcement services concerning the criminal activities.

***Public Benefit:**

To reduce criminal activities related to transnational crime.

***Metrics Available to Measure Performance:**

Monthly reports

***Retroactive:**

Yes, retroactive to 7/1/2019. Received continuation letter, dated 11/4/2019, from State on 12/2/2019 and approved GAAR on 1/7/2020.

AP
JAN 10 2020 04:51 PM CLK/CFB

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 ☒ Amendment

Document Type: GTAM Department Code: SD Grant Number (i.e., 15-123): 20*24

Effective Date: 07/01/18 Termination Date: Ongoing Amendment Number: #1

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 300,000.00

***All Funding Source(s) required:** State of Arizona - 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: Toni Robinson

Department: Sheriff Telephone: 351-3185

Department Director Signature/Date: Julia J. [Signature] 1/7/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. [Signature] 1/10/2020
(Required for Board Agenda/Addendum Items)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602)223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY FRANK L. MILSTEAD
Governor Director

November 4, 2019

Mark Napier, Sheriff
Pima County Sheriff's Office
1750 E. Benson Highway
Tucson, Arizona 85714

RE: FY 2020 CONTINUANCE NOTIFICATION – AZDPS CONTRACT 2018-097 Border Strike Force Bureau.

Dear Sheriff Napier,

I am pleased to issue this letter which serves as our notification of approved Border Strike Force funding for FY2020. Pursuant to provisions in the above referenced Intergovernmental Agreement (IGA), the agreement automatically renews for the current fiscal year (July 1, 2019 – June 30, 2020), and all terms and conditions remain in effect.

I am excited for the coming year and look forward to the new successes we are certain to experience as our agencies jointly combat criminal organizations, and ultimately provide a safer environment for the citizens of Arizona.

If we can be of assistance, please contact me at (602) 223-2864 or email at JBarcello@azdps.gov.

Sincerely,

A handwritten signature in black ink that reads "John Barcello".

John Barcello, Captain
Chief of Staff
Criminal Investigations Division

tlf

**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 the 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) full-time PCSD sworn officers (deputies). DPS and PCSD agree, the three (3) PCSD officers will be assigned to PCSD/BSFB on a full-time 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 time of the IGA) and employee related expenses to include employer's workers compensation and social security at established rate, 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 ongoing 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 pay and fringe benefits, as well as the overtime rate based upon the assumption outlined above. As part of this agreement, if monies are available, DPS will fund salary raises or modifications to salaries provided PCSD submits such modifications 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 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. NON-DISCRIMINATION

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 "indemnatee") 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 (including death) of any person 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 DPS932-02056. 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 a DPS drug screening requirement.

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. §23-1022D., 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 30, 2019. 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 5 years from July 1, 2018.

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:

Major Jason Yeager
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

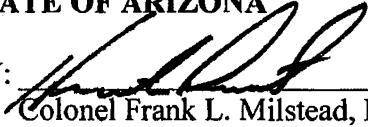
Sheriff Mark Napier
Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, Arizona 85714

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 provision shall not be affected.

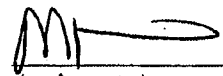
The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

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

DATE: 10/4/18

APPROVED AS TO FORM:


Assistant Attorney General

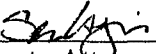
DATE: 9/27/18

PIMA COUNTY SHERIFF'S DEPARTMENT

BY: 
Mark Napier, Sheriff

DATE: 10/17/18

APPROVED AS TO FORM:


County Attorney

DATE: 11/1/18

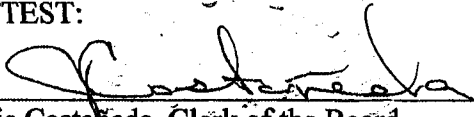
PIMA COUNTY BOARD OF SUPERVISORS

BY: _____


Chair

DATE: DEC 18 2018

ATTEST:


Julie Castañeda, Clerk of the Board

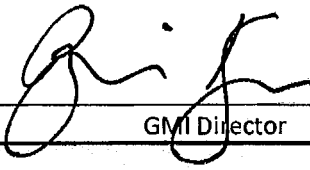

DATE: DEC 18 2018

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: 12/5/19
Contact information:	Name: Teresa Wilson	Telephone: (520) 351-6240
Funding opportunity title:	Arizona Department of Public Safety - Border Strike Force Bureau	
Link to opportunity:	n/a	
Funding agency:	State of Arizona Department of Public Safety	
Amount to be requested:		
Due date and time:		
What are you going to spend the money on?	<p>Continuation of Contract #2018-097 Period extended: 7/1/2019 - 6/30/2020</p> <p>Assign three (3) full-time deputies to DPS' Border Strike Force Bureau. Reimburses 75% of payroll expenses - salary, shift pay, benefits, and EREs; PCSD is responsible for 25%.</p>	
What will be the benefit to Pima County?	<p>Enhanced law enforcement services concerning criminal activities of criminal syndicates, drug and human smuggling organizations, street gangs, and transnational threats related to 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 of the Agreement.</p>	
Indirect costs – check one:	<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.	
By: <u>4443</u>		Date: <u>12/5/19</u>
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS**To be completed by GMI staff**

CFDA No.	State funding - AZ DPS														
Competitive Criteria:	Automatic renewal of ongoing IGA between AZ Department of Public Safety and PCSD for 7/1/19 - 6/30/20. Annual renewal contingent upon legislative allocated budget approval for applicable fiscal year. Amount of award is unknown; continuance letter does not specify. Sent request for RFP or notice of funding opportunity to Department														
Other Factors:															
Number of Awards:	Total amount to be awarded:														
Match Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If required what is the amount/percent: <u>25% salaries, tc</u>															
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	AZ DPS to reimburse 75% of payroll (salary, shift pay, benefits) of 3 deputies assigned full-time to PCSD/Border Strike Force Bureau (BSFB), performing joint mission of BSFB. Overtime payment reimbursed only for PCSD/BSFB joint operations, minimum of 40 hours of operations-related work, may work outside regular jurisdictional boundaries. Unused accrued leave not reimbursed. Salary raises/modifications reimbursed if submitted at least 60 days prior to effective dates and funds are available. Travel pay (for actual costs) reimbursed according to state employee guidelines. PCSD responsible for worker's comp benefits/processing.														
<table border="0"><tr><td>Will this project require additional office/project space?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr><tr><td>Will this project require staff time that cannot be paid for by the grant?</td><td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td>Will your project require any equipment items over \$5,000 per item?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr><tr><td>Does the proposal use a fixed price contract?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr><tr><td>Is this project subject to Human Subjects compliance?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr><tr><td>Does this project involve subrecipients?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr><tr><td>Is there a Statutory Funding Preference from the funding agency?</td><td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td></tr></table>		Will this project require additional office/project space?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this project require staff time that cannot be paid for by the grant?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will your project require any equipment items over \$5,000 per item?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does the proposal use a fixed price contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this project subject to Human Subjects compliance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does this project involve subrecipients?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Allowable Indirect Rate: <u>unknown</u> If Indirect is not allowed, attach documentation.															
List any other proposal or funder specific requirements:	PCSD monthly required to provide a report of joint enforcement operations, investigations, statistics in format specified by DPS; all parties agree to comply with immigration, non-discrimination, and drug-free workplace laws/provisions; records must be kept 5 yrs. No administrative fees for work performed shall be charged by either party														
GMI notes & recommendations:															
By: <u></u> Date: <u>1/6/2020</u> GMI Director															
County Administrator Approval Request															
Approved: <u> / / </u> Not Approved: <u> / / </u> Subject to Further Review: <input type="checkbox"/> Yes <input type="checkbox"/> 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: <u></u> Date: <u>1/6/2020</u> County Administrator or Designee															