



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 8/17/2020

* = Mandatory, information must be provided

or Procurement Director Award

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

The State of Arizona Department of Public Safety

***Project Title/Description:**

Gang and Immigration Intelligence Team Enforcement Mission State Gang Task Force Street Gangs

***Purpose:**

Assign one AZ P.O.S.T. certified sworn law enforcement officer to the DPS Gang and Immigration Intelligence Team Enforcement Mission. Indirect costs are not allowed; see section VIII Fees. Grant provides 75% funding for one Deputy. The purpose of this agreement is to enhance law enforcement services concerning criminal activities of street gangs, through the cooperative efforts of the parties.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Collect intelligence and report criminal street gangs activities. Incorporate the information collected during such routine duties to complement law enforcement activities.

***Public Benefit:**

The street gang activities and information collected and documented serves to inform agencies statewide and assists in solving criminal cases.

***Metrics Available to Measure Performance:**

Monthly reports

***Retroactive:**

Yes. The IGA will be retroactive to July 1, 2020.

GMI Approved 4/23/2020 dls

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: GTAW Department Code: SD Grant Number (i.e., 15-123): 20*140

Effective Date: 07/01/2020 Termination Date: 06/30/2021 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 100,000.00 (est.)

***All Funding Source(s) required:** 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: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: Julia Gates 6/18/2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Deuelbury 6/22/20
(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

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, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, 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 Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "deputy", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned deputy shall be in compliance with DPS residency requirements.

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

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the deputy) for seventy-five (75%) percent of payroll expenses of the deputy 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 established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but not used by the deputy, will not be reimbursed. The Agency 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 deputy reporting to GIITEM, the Agency agrees to furnish DPS with the following information: deputy'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 Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the deputy 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.

DPS agrees to assign a Department vehicle to the Agency's deputy. The deputy is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The deputy must meet the ADOA Driver's Training Requirements.

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 deputy assigned to GIITEM 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 deputy will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned deputy 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 deputy who undergoes testing. Deputies may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including deputy'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

The Agency agrees to permit their deputy 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, the Agency deputy covered by the IGA shall be deemed to be an employee of both agencies. The Agency, 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 deputy's assignment to GIITEM.

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.

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

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this 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:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
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 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: 3/9/2020

APPROVED AS TO FORM:


Assistant Attorney General

DATE: 3/5/20

PIMA COUNTY SHERIFF'S DEPARTMENT

BY: 
Sheriff Mark Napier, Sheriff
Pima County Sheriff's Department

DATE: 5/26/2020

PIMA COUNTY

ATTEST:

APPROVED AS TO FORM:

Julie Castaneda, Clerk of the Board

Richard Elias, Chair, Board of Supervisors

APPROVED AS TO FORM AND LEGAL AUTHORITY:


COUNTY ATTORNEY

February 2020

PIMA COUNTY

Rámon Valadez, Chairman
Pima County Board of Supervisors

Date

Attest

Clerk of the Board

Date