BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

○ Award ○ Contract ◉ Grant

Requested Board Meeting Date: 11/02/2021

**** = 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.

***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 09/17/2021.

AM Approved 10/20/21 LJS

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Commencement 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.: _____

Commencement 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): 22* 40

Commencement Date: 07/01/2021 Termination Date: 06/30/2022 Amendment Number: _____

☒ Match Amount: $ 120,000.00 ☒ 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: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: Julia Gates 10/20/2021

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Dan Lee 10/20/21

(Required for Board Agenda/Addendum Items)

DPS Contract #2021-087

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 the applicable rules and regulations of the PCSD and are subject to its disciplinary process.

This agreement provides FY2022 (July 1, 2021 through June 30, 2022) 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, 2022. 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. 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:

Deston Coleman, Jr., Lt. Colonel
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1350
Phoenix, Arizona 85005-6638

Sheriff Chris Naños
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: Kenneth Hunter Date: 9/15/2021
Heston Silbert, Colonel
Director

APPROVED AS TO FORM:

Date: 8/9/21
Assistant Attorney General

PIMA COUNTY

By: _____ Date: _____
Pima County Board of Supervisors Chairman

ATTEST:

By: _____ Date: _____
Clerk of the Board

PIMA COUNTY SHERIFF'S DEPARTMENT

By: Date: 10/11/2021
Chris Nanos, Sheriff

By: _____ Date: _____
Authorizing County Official

APPROVED AS TO FORM AND LEGAL AUTHORTY:

Date: 9/23/21

(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.*