



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 11/16/2021

* = 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:**

Arizona Vehicle Theft Task Force

***Purpose:**

Assign a P.O.S.T. certified sworn law enforcement officer to the Arizona Vehicle Theft Task Force. Indirect costs are not allowed; see section X. Fees. Grant provides 75% funding for one police officer. The purpose of this agreement is to enhance law enforcement services concerning gangs and criminal activities 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:**

Enhance law enforcement services concerning vehicle theft through cooperative efforts of the agencies involved.

***Public Benefit:**

Collaborate with other area law enforcement agencies – state, local, and federal – to mitigate vehicle thefts in the State

***Metrics Available to Measure Performance:**

Monthly reports.

***Retroactive:**

Yes. Received the IGA from the Arizona Department of Public Safety on 10/19/2021.

GMI Approved 10^{am} 11-18-21 gm

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

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 ☐ 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*52
Commencement Date: 07/01/2021 Termination Date: 06/30/2022 Amendment Number: _____
☒ Match Amount: \$ 16,223.00 ☒ Revenue Amount: \$ 102,251.00

***All Funding Source(s) required:** Arizona Department of Public Safety and General Fund

*Match funding from General Fund? ☒ Yes ☐ No If Yes \$ 16,223.00 % 25

*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: 520-351-6374

Department Director Signature: Julia Ginter Date: 10/27/2021

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: Deur Date: 11/9/2021

**INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Pima County Sheriff's Office, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

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.

In consideration of the mutual promises set forth herein, the parties to this Agreement 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") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. DPS'S RESPONSIBILITIES

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer commencing work at DPS, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

IV. 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.

V. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

VII. 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.

VIII. DRUG FREE WORKPLACE

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free

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. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

X. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XII. 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.

XIII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

XIV. 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.

XV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. 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 effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

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

Major Walter D. Mercer
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Sheriff Chris Nanos
Pima County Sheriff's Office
1750 East Benson Highway
Tucson, Arizona 85714

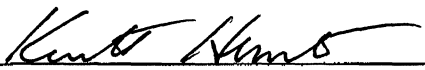
XV. VALIDITY


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

AGENCY

By: 
Kenneth Hunter, Lieutenant Colonel
Deputy Director
Arizona Department of Public Safety

By: 
Chris Nanos, Sheriff
Pima County Sheriff's Office

Date: 10/12/2021

Date: Nov 4, 2021

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGAL AUTHORITY


Assistant Attorney General


County Attorney

PIMA COUNTY

Chair, Board of Supervisors

Date

Clerk of the Board

Date