



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 2/7/2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

SAGUARO NATIONAL PARK ARIZONA

***Project Title/Description:**

Law Enforcement Dispatch Services and the Management of Associated Records, Including Dispatch Logs and Warrant Records.

***Purpose:**

The purpose of this IGA is for Pima County Sheriff's Department to provide law enforcement dispatch services and the management of associated records to the Saguaro National Park Arizona.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The program goals/predicted outcomes are to successfully dispatch Saguaro National Park as needed in emergency situations.

***Public Benefit:**

The public benefit is to support the appropriate officer on duty in the Park for the public safety.

***Metrics Available to Measure Performance:**

The metrics available used to measure performance are the amount of 911 emergency phone calls received by PCSD used to dispatch Saguaro National Park and response time of that agency.

***Retroactive:**

No.

To: COB 1/23/23 (2)
Ver: 1
Pgs: 10

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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: CTN Department Code: SD Contract Number (i.e., 15-123): 23*107
Commencement Date: 2/7/2023 Termination Date: 2/6/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 17,250.00

*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

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: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*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: Yuko Jarvis

Department: Sheriff's Department

Telephone: 351-6958

Department Director Signature: Julia Gates Date: 1/17/2023

Deputy County Administrator Signature: Date:

County Administrator Signature: Date: 1/17/2023

Intergovernmental Agreement
Between
Pima County and Saguaro National Park Arizona
For
**Law Enforcement Dispatch Services and the Management of Associated Records,
Including Dispatch Logs and Warrant Records**

This Intergovernmental Agreement is entered into by and between Pima County (the "County") and Saguaro National Park Arizona, a Federal Bureau (the "Park") pursuant to A.R.S. § 11-952.

Recitals

- A. WHEREAS the County and Park may enter into agreements for joint or cooperative action pursuant to A.R.S § 11-951 et seq.; and
- B. WHEREAS the County and Park desire to enter into an agreement for the County's provision of law enforcement dispatch services and the management of dispatch logs and warrant records to the Park, and the County agrees to render such services upon the terms and conditions set for below; and
- C. WHEREAS the provision of law enforcement dispatch services and the management of associated records and dispatch logs and warrants records by the County will be in the best interests of the Parties and the citizens of Pima County.

NOW, THEREFORE, the County and Park, pursuant to the above, do mutually agree as follows:

1. Purpose

The purpose of this Agreement is for the County, through the Pima County Sheriff's Department, to provide dispatch services and the management of dispatch logs and warrants records to the Park. Such dispatch services include, but are not limited to, processing public emergency telephone calls originating from or relating to an area within the Park to the appropriate officer on duty in the Park.

2. Term

This Agreement will be effective on the date it is fully executed by both parties and will continue for a period of one year unless it is extended or terminated by agreement of the parties prior to the expiration of such period. Any extension or modification of this Agreement shall be by formal written amendment executed by the parties hereto.

3. Scope of Services

3.1 Law Enforcement Dispatch Services to be Provided.

The County shall provide the Park with twenty-four (24) hour per day public safety dispatch services and management of dispatch logs, seven (7) days per week.

3.2 Description of Law Enforcement Dispatch Services.

Law enforcement Dispatch Services shall include all communications and dispatching services routinely performed by the Sheriff's Department Communications Section, including, but not limited to: receiving 911 emergency calls for law enforcement service originating from or relating to the area within service, monitoring the welfare of officers during law enforcement duties, facilitating requests from Park law enforcement officers for assistance from other resources, maintaining call information, running computer checks, and performing any other services normally associated with dispatching or communications for public safety personnel.

Sheriff's Department Communications Section shall also coordinate any requests for fire, ambulance, or rescue through the appropriate Fire Department or Emergency Medical Service provider.

The Park agrees to implement use of the Sheriff's Department's radio codes, phonetic alphabet and radio procedures so that dispatch services may be provided to the Park on a talk group shared with other Sheriff's operations.

3.3 Description of Terminal Operations Unit Services.

The Sheriff's Department Terminal Operations Unit shall also provide the Park computer entry, removal and confirmation services for such areas as: warrants, stolen property, stolen vehicles, stored vehicles, runaway juveniles, missing persons, etc., twenty-four (24) hours per day, seven (7) days per week.

Sheriff's Department Terminal Operations Unit personnel shall have access to hard copy files of warrants, stolen property, stolen vehicles, etc. for confirmation. The Park shall be responsible for forwarding copies of appropriate information to the Sheriff's Department Terminal Operations Unit for computer entry, removal, and the hard copy file. The Park shall adhere to the same operational procedure as the Sheriff's Department concerning entry and deletion of hot file entries. In accordance with ACJIS policy, the Park must validate warrant entries. The County shall be responsible for keeping the hard copy files current based on information received from the Park.

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3.4 County Control of Certain Standards

The standards of performance, radio discipline, and other matters incidental to the performance of the Law Enforcement Dispatch Services and Terminal Operations Unit Services shall remain with the County. In the event of a dispute between the Park and the County as to the extent of the duties and functions to be rendered herein, or the minimum level or manner of performance of such services, there shall be reasonable consultation between the parties. In the event that the parties cannot agree, the determination of the County shall be final and conclusive between parties.

3.5 Reporting Requirements.

The County shall furnish to the Park upon request, monthly, routine statistical and/or management reports that are normally prepared by the County in connection with Law Enforcement Dispatch Services and Terminal Operations Unit Services.

4. Fees

4.1 Fees.

The Park agrees to pay the sum of seventeen thousand two hundred fifty (\$17,250) dollars for the initial service year. The Park will make quarterly payments to the County in the amount of four thousand three hundred twelve dollars and fifty cents (\$4,312.50). The Park shall pay all charges, costs, fees, expenses, and financial responsibilities under this Agreement within thirty (30) calendar days of receipt of the billing from the County.

4.2 Fee Adjustment.

Each July preceding the renewal of this agreement, the County, via the Sheriff's Department, will recalculate applicable cost for the services outlined herein. Any changes to the costs shall be provided to the Park no later than July 31st. Factors which may impact applicable costs will include, but not be limited to personnel costs directly related to this service. The fees associated with this service will be, if necessary, amended pursuant to the annual renewal process.

4.3 Fees in event of termination.

Should this Agreement be terminated as provided herein, the amount of fees due to the County shall be prorated through the date of termination.

4.4 Incidental Costs.

Notwithstanding anything herein contained, it is agreed that in all instances where any conduct or action requires clerical supplies, stationary, notices or forms to be issued in the name of and by the Park, or other clerical supplies different than those of the

County, all such items shall be at the Park's expense.

5. Radio System Operation and Coverage

It is agreed that law enforcement dispatch services will be provided to the Park through its use of the Pima County Motorola ASTRO25 P25 radio system. The Park has evaluated the County radio system, including radio coverage characteristics and equipment, and has deemed it acceptable for their needs. The County agrees to confer with the Park before making radio system changes which will likely affect radio system operations for the Park. Typically, any radio system changes made by the County will be in the best interest of both the Pima County Sheriff's Department and the Park.

The Park is responsible for providing subscriber equipment to use on the Motorola system. Subscriber equipment includes portable, mobile and base station radios, along with necessary and optional items such as lapel speaker-microphones, vehicle antennas, mounting hardware and similar.

All talk group and conventional channel assignments will be determined by the County, via the Pima County Sheriff's Department, with input from the Park.

This Agreement does not address subscriber equipment programming or maintenance costs and the Park will need to obtain such services via Pima County Wireless Services.

6. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Saguaro National Park Arizona employees, or between Saguaro National Park Arizona and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

7. Insurance Requirements

The parties agree to secure and maintain insurance coverage for any and all risks, which may arise out of the term, obligation, operations, and actions provided in the Agreement, including but not limited to public entity insurance. This insurance may be fulfilled by the acquisition of insurance or the maintenance and operation of a self-insurance program.

8. Indemnification

To the extent permitted by law, 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, officials, agents, employees, or volunteers.

9. Suspension or Discontinuance of Services; Termination

9.1 Termination at Will.

This Agreement may be terminated by mutual agreement of the parties, or by either party giving one hundred twenty (120) days prior written notice of termination to the other party. Such termination shall not relieve either party from those liabilities or costs already incurred under this Agreement.

9.2 Funding Sources; Budget; Non-appropriation.

This Agreement and all obligations upon the County or the Park arising therein shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed under this Agreement. If for any reason the Pima County Board of Supervisors or the Saguaro National Park AZ do not appropriate sufficient monies for the purpose of maintaining this Agreement, it shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such termination, the County and the Park shall have no further obligation to the other party other than for payment for services rendered prior to termination.

10. Conflict of Interest.

This Agreement is subject to the provisions of A.R.S. § 38-511 and corresponding provisions of federal law.

11. Park boundaries

Park boundaries are consistent with the boundaries identified under previous Agreement. The Park shall notify the County of any annexation.

12. Mutual Duty to Keep Parties Informed

The Park shall provide the County with all information and documentation necessary for

the County to perform dispatch services to the best of their ability, including a detailed map of the Park and current and complete records regarding the location and contact information for all officers on duty at any given time. The Park shall notify the County of any events occurring in the Park which may require more than the average amount of services by the County and which the Park is previously aware of and shall also notify the County of any equipment or other failure which may cause a disruption in the County's services to the Park. The County shall provide the Park with notification of any problems it is aware of that might cause a disruption in its services to the Park, or any other issue which the County is aware of and believes may affect the Park in an adverse manner in connection with its services and the health, safety and welfare of the Park inhabitants.

13. Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either the County or the Park.

14. Court Action by Third Persons

If this Agreement is determined, in whole or in part, to be void by court action brought by third persons, there shall be no liability on the part of the County or the Park to the other by reason of such action or by reason of this Agreement.

15. Beneficiaries

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns.

16. Timeliness

Each of the parties, through their respective counsel, officers and employees, agree to take such actions as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

17. Compliance with Laws

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona and the United States shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County or Federal court. Any changes in the governing laws, rules and regulations applicable to each party during the terms of this Agreement shall

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apply but do not require an amendment. The Park's obligations in this agreement are limited by and subject to applicable federal law.

18. No Assignment

Any assignment or attempted assignment of this Agreement by either party without the written consent of the other party shall be void.

19. Notices.

Any and all notices, requests or demands made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States mail, postage prepaid, to the parties at their respective addresses as agreed by both parties:

County:

Pima County Sheriff's Department
Attn: Support Services Division Commander
1750 E. Benson Hwy.
Tucson, AZ 85714

Park:

Saguaro National Park AZ
Attn: Chief Ranger
3693 S. Old Spanish Trail
Tucson, AZ 85730

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, AZ 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, AZ 85701

20. Non-Waiver

The failure of either party to insist, in any one or more instances, upon the full and complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in full or

in part or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

21. Severability

In the event that any provision, or any portion of any provision, of this Agreement, or the application thereof, is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision, or their application, which can be given effect without the invalid provision or application and to this end the provisions of this Agreement shall be deemed to be severable.

22. ADA

This Agreement shall comply with all applicable provisions of the Americans With Disabilities Act (Public Law 101-336 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35 and 36.

23. Non-discrimination

Neither party shall discriminate against any County or Park employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the case of carrying out Agency duties pursuant to this Agreement. The parties shall comply with applicable provisions of Executive Order 2009-9, which is incorporated into this Agreement by reference, as if set forth in full herein.

24. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

25. Entire Agreement

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

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26. Effective Date

This Agreement will become effective when all parties have signed it. The effective date will be the date it is signed by the last party.

PIMA COUNTY

SAGUARO NATIONAL PARK AZ

LEAH
MCGINNIS

Digitally signed by LEAH
MCGINNIS
Date: 2023.01.09 16:09:40
-07'00'

Chair, Board of Supervisors

Leah McGinnis, Superintendent

Date

Date

ATTEST

ATTEST

PATRICK
PUTNAM

Digitally signed by PATRICK
PUTNAM
Date: 2023.01.10 06:19:44 -07'00'

Melissa Manriquez, Clerk of Board

Patrick Putnam, SOAR Superintendent

Date

Date

APPROVED AS TO CONTENT



Pima County Sheriff

January 13, 2022
Date

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement between the Pima County and Saguaro National Park Arizona has been reviewed pursuant to A.R.S § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.


PIMA COUNTY



Deputy County Attorney

11/12/23
Date

SAGUARO NATIONAL PARK ARIZONA

 /s/ Michael C. Williams

Saguaro National Park Arizona Attorney

01/09/2023
Date