



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/02/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

National Park Service

***Project Title/Description:**

Mutual Aid Agreement between the National Park Service and Pima County Sheriff's Department

***Purpose:**

The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance and conduct search and rescue operations on lands within the Park's boundaries or within Pima County.

***Procurement Method:**

This Mutual Aid Agreement is a non-Procurement contact and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The program goals/predicted outcomes are to successfully aid in law enforcement efforts 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 and quick response to any emergency in an immediate threat to public health, safety, or property.

***Metrics Available to Measure Performance:**

The metrics available used to measure performance are number of emergency responses and incidents.

***Retroactive:**

No

TO: COB, 3-13-2024 (1)
VERS.: 1
PGS.: 11

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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): 24*145
Commencement Date: 04/02/2024 Termination Date: 04/01/2029 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 0.00 * Revenue Amount: \$ 0.00

*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

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: _____ 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)?

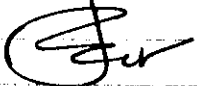
Contact: Jana Wilson

Department: Sheriff's Department

Telephone: 520-351-3322

Department Director Signature: 

Date: 3/11/2024

Deputy County Administrator Signature: 

Date: _____

County Administrator Signature: _____

Date: 3/12/2024

Agreement Number: SAGU/ORPI-2024-001

**MUTUAL AID AGREEMENT
BETWEEN THE
NATIONAL PARK SERVICE
AND THE
PIMA COUNTY SHERIFF'S DEPARTMENT**

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Superintendents of Saguaro National Park and Organ Pipe Cactus National Monument (hereinafter "SAGU and ORPI or "the parks""]), and Pima County, a political subdivision of the state of Arizona, on behalf of the Pima County Sheriff's Department (hereinafter "PCSD"). Throughout this agreement the NPS and the PCSD may be referred to jointly as "the parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance and conduct search and rescue operations on lands within the Park's boundaries or within Pima County.

Whereas, the Secretary of the Interior, acting through the NPS, administers SAGU and ORPI in accordance with the Saguaro National Park Establishment Act of 1994, Pub. L. No. 103-364, 108 Stat. 3467, codified as amended at 16 U.S.C. §§ 410zz through 410zz-3 (2006); the proclamation establishing Organ Pipe Cactus National Monument, Proclamation No. 2232, 50 Stat. 1827 (1937); and the laws applicable generally to units of the nation park system; and

Whereas, the state of Arizona has granted to the United States and the United States has accepted concurrent criminal jurisdiction on those federally administered lands within the State of Arizona known as Saguaro National Park and Organ Pipe Cactus National Monument that are administered by the National Park Service by act of the legislature Section 1, Title 37, Chapter 2, Arizona Revised Statutes, amended by adding Article 17, and resolution of the Governor of the State of Arizona; and

Whereas, criminal activity on a regional, statewide, and national level affects the quality of life in both parks and in Pima County; and the NPS law enforcement officers are sometimes called to investigate criminal violations that originate inside the park but may lead to suspects, evidence, and investigative leads outside the park boundaries and the PCSD officers are sometimes called to investigate criminal violations that may lead to suspects, evidence, and investigative leads that are now inside the park boundaries; and

Whereas, the geographic boundaries of the parks are such that rangers will travel within and outside boundaries as they patrol park areas and they will observe crimes and violations that affect public safety and property while outside park boundaries; and

Whereas, both the NPS and PCSD have the personnel, equipment, and skills suited to the task of managing law enforcement incidents and providing emergency services; and

Whereas, in certain emergency instances, by pooling the resources of the NPS and PCSD in mutual assistance, the combined strengths and efforts of these two agencies will provide more effective law enforcement and search and rescue efforts, and a safer environment for officers of both agencies and the general public.

Currently, the NPS is responsible, pursuant to 54 U.S.C. § 102701(a)(1) "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System." Likewise, the Pima County Sheriff's Department is responsible for maintaining law and order and protecting persons and property within Pima County, Arizona.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 54 U.S.C. § 102711, which authorizes the Secretary of the Interior to render "emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System" and 54 U.S.C. § 102701(b)(2), which authorizes the Secretary of the Interior to "cooperate, within the [National Park] System, with any State or political subdivision of a State in the enforcement of supervision of the laws or ordinances of that State or subdivision."

Whereas, 54 U.S.C. 102701(a) authorizes the Secretary of the Interior "to designate ... certain officers or employees of the Department of Interior who shall maintain law and order and protect persons and property within areas of the National Park System" and authorizes those officers or employees to carry firearms and make arrests for violations of federal law, to execute any warrants or other process issued for the enforcement of the provision of any federal law or regulation, and to conduct investigations of violations of federal law committed within that system; and

Whereas, under 54 U.S.C. 102701(b) the Secretary of the Interior through the Park Superintendent is authorized to designate officers and employees of other Federal, state, or other political subdivisions as "special policemen" to supplement the law enforcement responsibilities of the NPS; and

Whereas, Ariz. Rev. Stat. § 11-441 (2009) directs the Sheriff of Pima County to preserve the peace;

to arrest and take before the nearest magistrate for examination all persons who attempt to commit or who have committed a public offense within Pima County and to prevent and suppress all affrays, breaches of the peace, riots and insurrections which may come to the knowledge of the sheriff; and

Whereas, Pima County and the Pima County Sheriff's Department are authorized to enter into law enforcement mutual aid agreements pursuant to Ariz. Rev. Stat. §§ 13-3871 et seq. and 11-952 et seq.;

Whereas Ariz. Rev. Stat. § 13-3875 directs the Pima County Sheriff to develop and adopt a policy of cross-certification of federal peace officers, including whether cross-certification shall be permitted in that county, and, pursuant to that policy, to certify federal peace officers, on a year-to-year basis, as state peace officers; and

Whereas the NPS has submitted to the Pima County Sheriff the written request for certification required by Ariz. Rev. Stat. § 13-3875.B.1 and a list of federal peace officers duty-stationed in SAGU and ORPI who meet all of the requirements of Ariz. Rev. Stat. § 13-3875.B; and

Whereas the Pima County Sheriff hereby certifies those federal peace officers duty-stationed in SAGU and ORPI as state peace officers for a period of one year beginning on the effective date of this agreement; and

Whereas during the term of this agreement the NPS will submit to the PCSD, on or before the anniversary of the effective date of this agreement, a written request for certification and a list of federal peace officers duty-stationed in SAGU and ORPI who meet all of the requirements of Ariz. Rev. Stat. § 13- 3875.B.

ARTICLE III - STATEMENT OF WORK

The Parties agree to the following:

- A. In-park Law Enforcement Pursuant to 54 U.S.C. § 102701 and Search and Rescue Operations
 - 1. In accordance with 54 U.S.C. § 102701, NPS Law Enforcement Officers shall enforce all applicable federal laws within SAGU and ORPI.
 - 2. NPS Law Enforcement Officers may enforce state laws and county ordinances within the portion of SAGU and ORPI located within Pima County.

3. As between the parties, the NPS shall be primarily responsible for responding to, investigating, prosecuting, or taking other appropriate action respecting violations of state law or county ordinances within the portion of SAGU and ORPI located within Pima County that are federally owned. PCSD shall be primarily responsible in those parcels of land within park boundaries that are not federally owned. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the PCSD and the PCSD shall provide such assistance to the extent that it is able to do so.
4. If an incident that occurs within the portion of SAGU or ORPI located within Pima County is a violation of both federal and state law, then the NPS shall determine, after consulting with the United States Attorney's Office and other appropriate agencies, whether the violation should be prosecuted through the federal or state system.
5. As between the parties, the NPS shall be primarily responsible for conducting search and rescue operations within the portion of SAGU or ORPI located within Pima County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the PCSD, and the PCSD shall provide such assistance to the extent that it is able to do so.

B. Out-of-park Emergency Law Enforcement assistance pursuant to 54 U.S.C. § 102711

1. For purposes of interpreting this agreement, an emergency is an immediate, serious threat to public health, safety, or property, including but not limited to the following:
 - a. Life or death incidents;
 - b. Accidents or incidents involving a serious injury or fatality;
 - c. Crime scenes involving the protection of human life;
 - d. Officer in trouble;
 - e. Felonies committed in the presence of the NPS Law Enforcement Ranger; or
 - f. Misdemeanors committed in the presence of a NPS Law Enforcement Officers that pose an immediate threat to public health, safety, or property.

2. Upon receiving an official request from the PCSD, the NPS shall render emergency law enforcement assistance (in those situations described in provision II.B.1 above) to the PCSD outside of SAGU or ORPI whenever possible. The PCSD shall direct such requests to the NPS Chief Ranger or his/her designee, who must approve all such requests before any NPS Law Enforcement Officers may render emergency assistance.
3. The NPS may render emergency law enforcement assistance outside of SAGU or ORPI in those situations where a properly appointed or otherwise legally empowered NPS Law Enforcement Officer, while in the course of his/her official duties, observes an emergency situation (as defined in provision II.B.1 above), at which time the NPS Law Enforcement Officer may take appropriate initial action to secure and manage the scene. The NPS shall immediately notify the PCSD of the emergency. Upon arrival of the first PCSD officer on the scene, the NPS Law Enforcement Officer shall relinquish control to the PCSD officer; however, upon request the NPS Law Enforcement Officer may assist the PCSD officer for the duration of the emergency incident.
4. Where a PCSD Officer is not available, or if the offense witnessed is a misdemeanor crime or civil traffic offense and the NPS Law Enforcement Officer is currently appointed a State Peace Officer by the Sheriff of Pima County pursuant to Ariz. Rev. Stat. § 13-3875, the NPS Law Enforcement Officer may take appropriate enforcement action to include citation or arrest. These offenses may be presented to the Pima County Attorney's Office for prosecution. PCSD should be advised of felony crimes to determine which agency shall proceed.
5. The NPS shall render assistance only until such time as the PCSD has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
6. The on-scene commanding officer of the PCSD shall be in command of all officers, including NPS Law Enforcement Officers who are rendering emergency assistance; provided that the PCSD on-scene commander shall exercise command of NPS Law Enforcement Officers only through the highest ranking NPS Law Enforcement Officer on the scene, which individual shall be identified by the NPS.
7. At any time, the NPS Chief Ranger or his/her designee may decide to withdraw emergency law enforcement assistance outside of SAGU or ORPI.
8. Only NPS Law Enforcement Rangers who have been properly appointed as State Peace Officers by the PCSD or are otherwise empowered to enforce

state law may render emergency law enforcement assistance under this agreement.

9. NPS Law Enforcement Rangers rendering emergency assistance to the PCSD pursuant to this agreement shall wear an approved NPS uniform or, if approved by the NPS Chief Ranger or his or her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.
10. NPS Law Enforcement Officers rendering emergency assistance to the PCSD pursuant to this agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS Law Enforcement Officers be deemed to be "borrowed servants" of the PCSD.
11. The NPS will promptly inform the PCSD of juvenile offenses and incidents that involve or might involve the physical detention of a juvenile within SAGU or ORPI, and the PCSD will have primary responsibility for investigating those incidents.
12. PCSD will allow the NPS to access their communications center and telecommunications system to report incidents or respond to mutual aid situations.
13. Emergency law enforcement assistance includes crimes and violations such as DUI, excessive speed, and other serious traffic offenses.

C. The parties further agree as follows:

1. The parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.
2. On or before the anniversary date of this Agreement of each year the NPS shall provide the PCSD with a list of all federally commissioned NPS Law Enforcement Officers duty-stationed at SAGU and ORPI. As necessary throughout the year or at the PCSD's request, the NPS shall provide the PCSD with an updated list of all federally commissioned NPS Law Enforcement Officers duty stationed at SAGU and ORPI.
3. Each party will bear its own costs for furnishing services under this agreement, and neither party will claim reimbursement for those costs from the other.

4. Nothing in this agreement will be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.
5. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability arising out of or resulting from activities under this agreement. Each party will be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees). Notwithstanding the foregoing, the parties will cooperate with each other, to the maximum extent practicable in the investigation and defense of any claim, demand, or cause of action filed by a third party arising out of or resulting from activities under this agreement.
6. The parties will coordinate all public information releases about law enforcement incidents, investigations, actions, or other matters involving both parties. No public information release by one party may refer to the other party or to any employee of the other party, by name or otherwise, without the other party's prior approval.
7. To the maximum extent possible under their respective legal authorities, the parties shall cooperate in the investigation or prosecution of any violation of federal or state law within Pima County.

ARTICLE IV - TERM OF AGREEMENT

This agreement will be effective for a period of five years after the date of final signature. This agreement may be extended or renewed by written instrument executed by the parties. Either party may terminate this agreement by providing sixty days prior written notice to the other party.

ARTICLE V - KEY OFFICIALS

All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the NPS:

Chief Ranger
Dustin Waters
Saguaro National Park
3693 S. Old Spanish Trail
Tucson, Arizona 85730
(520) 733-5110

Chief Ranger
Kyle Greene
Organ Pipe Cactus National Monument
10 Organ Pipe Drive
Ajo, Arizona 85321
(520) 387-7661 x7201

For the PCSD:

Pima County Sheriff
Chris Nanos
Pima County Sheriff's Department
1750 E. Benson Highway
Tucson, AZ 85714
(520) 741-4700

ARTICLE VI - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the PCSD shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII - PRIOR APPROVAL

See Article II (Statement of Work) above.

ARTICLE VIII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE IX - MODIFICATION AND TERMINATION

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with sixty (60) days

advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

ARTICLE X - STANDARD CLAUSES

A. Civil Rights

During the performance of this agreement, the parties agree to abide by the terms of the USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE XI – CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated by reference.

ARTICLE XII - SIGNATURES

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

FOR THE NATIONAL PARK SERVICE:

RICHARD GOEPFRICH
Digitally signed by RICHARD GOEPFRICH
Date: 2024.01.26 08:44:28 -07'00'

Rich Goepfrich, Acting Superintendent
Saguaro National Park

.....
Date

Dustin Waters
Digitally signed by Dustin Waters
Date: 2024.01.26 07:51:38 -07'00'

Dustin Waters, Chief Ranger
Saguaro National Park

.....
Date

**SCOTT
STONUM**

Digitally signed by
SCOTT STONUM
Date: 2024.01.29
12:56:22 -07'00'

Scott Stonum, Superintendent
Organ Pipe Cactus National Monument

Date

KYLE GREENE

Digitally signed by KYLE GREENE
Date: 2024.01.29 11:37:22 -07'00'

Kyle Greene, Chief Ranger
Organ Pipe Cactus National Monument

Date

FOR PIMA COUNTY:

Adelita Grijalva, Board Chair
Pima County Board of Supervisors

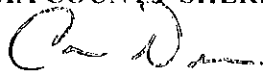
Date

Attest:

Melissa Manriquez, Clerk of the Board

Date

FOR PIMA COUNTY SHERIFF'S DEPARTMENT:



Chris Nanos, Sheriff

March 14, 2024
Date

FOR THE NATIONAL PARK SERVICE:

**LANCE
HATTEN**

Digitally signed by
LANCE HATTEN
Date: 2024.02.09
09:23:25 -07'00'

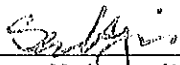
Lance Hatten, Deputy Regional Director

Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement between Pima County and the National Parks Service 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:



Sean Holguin, Deputy County Attorney

National Park Service:

N/A