



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/22/2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Specialized Law Enforcement Teams

***Project Title/Description:**

Specialized Law Enforcement Teams

***Purpose:**

Set the terms and conditions under which the Parties, through their law enforcement agencies, will collectively form and operate Regional Teams (Pima Regional SWAT Team, Pima Regional Bomb Squad, Pima Regional Mobile Field Force Team (MFF), Pima Regional Critical Incident Team).

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To work together in good faith through their various law enforcement agencies to form and operate the Pima Regional Teams.

***Public Benefit:**

To defuse volatile situations which could endanger innocent people.

***Metrics Available to Measure Performance:**

Governing Board meeting regularly and annual report to other jurisdictions.

***Retroactive:**

No.

TD: BOS 6-9-21 (1)
VER: 1
pgs: 1/6

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 21*144
Commencement Date: 07/01/2021 Termination Date: 06/30/2026 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 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: _____ 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: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date: Julia Gates 6/4/2021

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION
AND OPERATION OF SPECIALIZED LAW ENFORCEMENT TEAMS AMONG
PUBLIC AGENCIES WITHIN PIMA COUNTY**

CTN-SD-21*144

This Intergovernmental Agreement ("IGA") is entered into by and among public agencies located in Pima County, Arizona, on behalf of their respective law enforcement agencies (referred to collectively as the "Parties"). Any public agency, as that term is defined in Arizona Revised Statutes § 11-951, that executes this IGA in counterpart form shall be a Party as of the date of execution.

Recitals

- A. WHEREAS public agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and
- B. WHEREAS the Pascua Yaqui Tribe may contract for services and enter into agreements for joint or cooperative action pursuant to Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe; and
- C. WHEREAS several public agencies previously entered into an agreement to form and operate the Pima Regional Special Weapons and Tactics ("SWAT") Team; and
- D. WHEREAS operation of the Pima Regional SWAT team has demonstrated the value of a regional team with specialized training, skills and capabilities to maintain and enhance the ability of law enforcement agencies to respond to certain situations; and
- E. WHEREAS application of the regional team concept to other areas of law enforcement requiring specialized training, skills and capabilities will further maintain and enhance the ability of the Parties, through their various law enforcement agencies, to respond to situations in which use of these regional teams is appropriate; and
- F. WHEREAS upon execution this IGA shall supersede and replace the aforementioned Pima Regional SWAT agreement, which shall terminate.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

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Agreement

I. Purpose

The purpose of this IGA is to set forth the terms and conditions under which the Parties, through their law enforcement agencies, will collectively form and operate the Regional Teams described in Section II below.

II. Scope

The Parties will collectively form and operate the following:

Pima Regional SWAT Team, the mission of which is to respond when requested by a Party or other law enforcement entity to potentially life-threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Bomb Squad, the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: Suspected explosive devices or suspicious packages believed to be hazardous, explosive recoveries, protective sweeps for dignitaries or special events by Explosive Detection Canine teams, post-blast investigations, or other situations requiring specialized training or equipment related to explosive hazards.

Pima Regional Mobile Field Force Team ("MFF"), the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: civil disobedience, protest, civil disturbance, riot, or sports riot, which requires the response of a cohesive unilateral law enforcement response to mitigate protestor actions during a civil disorder event and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Critical Incident Team, the mission of which is to respond to officer-involved shootings, in-custody deaths or critical incidents when requested by a Party to enhance accountability, transparency, communication and increase trust to improve the legitimacy of independent investigations.

The Parties may choose particular Regional Teams in which to participate. The Parties are not obligated to participate in all Regional Teams. The Chief Executive Officers of the respective law-enforcement agencies shall provide written notice to the others of which Regional Teams they wish to join.

The Parties, through their respective law enforcement agencies, shall develop Standard Operating Procedures and Policies manuals (the "Manuals") specific to each of the regional teams formed under this IGA. The Parties shall work together in good faith through their law enforcement agencies to form and operate the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team as set forth in each respective Manual, which are incorporated herein by this reference.

Additional public agencies may be permitted to join in this IGA upon the unanimous consent of all the then Parties, and execution of a resolution and a counterpart signature page to this IGA by the public agency's governing body. Any new agency so admitted will be deemed to be a "Party" hereunder.

All individuals selected to participate as members of any Regional Team, will continue to be employees of the Parties with which they are associated.

III. Financing

Each Party will fund the procurement of all necessary equipment for its members of the Unit. Grant funds obtained for the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team shall be used for the benefit of all Parties. In the event a Party withdraws from a Regional Team pursuant to Section V(A) or (B) of this IGA, the Party shall not be entitled to any share of grant funds existing at the date of withdrawal, and all such funds shall continue to be used for the benefit of the remaining Parties. Each Party shall bear the costs of its employees incurred in the implementation of this IGA, including wages (including overtime), health insurance, benefits and workers' compensation.

IV. Term

The initial term of this IGA shall be five years beginning July 1, 2021. The parties shall have the option to extend the term of this IGA for two additional five (5) year periods or any portion thereof. Any modification or term extension of this IGA shall be by formal written amendment executed by the Parties.

V. Termination

- A. *Withdrawal without Cause.* A Party may terminate its participation in any of the Regional Teams with no less than sixty (60) calendar day written notice to the other Parties. If a Party terminates as a result of a failure of its governing body to budget and appropriate sufficient funds to support that Party's participation, and a sixty calendar day notice is not possible, it shall give the other Parties written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.
- B. *Withdrawal for Cause.* A Party may withdraw immediately in the event that a Regional Team, for reasons other than the actions or directions of that Party's Team members, materially breaches the standard operating procedures in a manner that exposes that Party to significant additional legal liability, or the Team or one or more other Parties materially breaches this IGA. Because each Party understands and acknowledges that its withdrawal will cause significant

disruption to the operation of the Regional Teams, it shall not exercise this termination option unless the breach or exposure is significant, material, and of an on-going nature.

- C. *Termination in Event of Pima County Withdrawal.* In the event that Pima County terminates its participation in this IGA, and after the duties set forth in subsection D below, this IGA shall terminate as to all Parties. The withdrawal of any Party other than Pima County shall not affect the validity and continuation of the IGA as to the other Parties.
- D. *Shutting Down Operations.* Upon expiration of this IGA, or in the event of an earlier termination as to all the Parties, whether by agreement of the Parties or as a result of Pima County's withdrawal, the remaining Parties hereto shall cooperate in good faith to close the operation of the Regional Teams in a manner that is safe and fiscally sound. The Parties at the time of the termination or expiration shall continue to be liable in their proportionate shares on any long-term financial obligation of the Regional Teams, such as the payment of rent, provided that such obligations were authorized by them under this IGA or any supplement.
- E. *Disposition of Equipment.* In the event a Party terminates its participation or withdraws from the Team pursuant to Section V (A) or (B), any uniforms purchased through grant funding and assigned to members of the terminating or withdrawing Party shall remain the property of the Jurisdiction. All equipment purchased through grant funding and assigned as Team equipment will remain with the remaining Parties. A terminating or withdrawing Party shall retain any personal equipment purchased for its members by the Party. In the event this IGA is terminated pursuant to Section V(C), all equipment purchased for the Team through grant funding shall be divided proportionally among the Parties.

VI. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of such Party's participation in this IGA, the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;

- c) Worker's compensation coverage, including employees' liability coverage, as required by law.

A Party may self-insure as permitted by law.

VII. Indemnification.

To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties (as "indemnitee(s)") 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, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

VIII. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. As to parties that are Indian tribes, an Executive Order shall only be deemed to be applicable if it specifically names "Indian tribes" as being within the scope of the order, and the person issuing the Order has lawful authority to issue an Executive Order that would be lawfully binding upon Indian tribes. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in any court of competent jurisdiction.

IX. Non-Discrimination

In performance of this IGA the Parties shall not discriminate against any 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 course of carrying out their duties pursuant to this IGA. The Parties who are not Indian tribes shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein. Those parties that are Indian Tribes shall comply with all anti-discrimination laws and ordinances specifically made applicable to Indian tribes by law.

X. ADA

The Parties 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.

XI. Severability

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XII. Conflict of Interest

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

XIII. Legal Authority.

No Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

XIV. Workers' Compensation.

Each Party who is not an Indian tribe 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 Workers' Compensation benefits or other fringe benefits of said employees.

XV. No Joint Venture.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between one Party's employees, and any other Party hereunder. No 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.

XV. No Third-Party Beneficiaries.

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of any Party

to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVI. Sovereign Immunity.

Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction. Provisions of this IGA shall apply to Native American jurisdictions only to the extent that they do not violate Native American sovereignty.

XVII. Immigration Laws.

The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to each party's employment of its employees, and with the current requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration laws"). The Parties shall further ensure that each subcontractor who performs any work for the party under this IGA likewise complies with the State and Federal Immigration Laws.

XVIII. 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 IGA shall not be modified, amended, altered or extended except through a written amendment executed by the governing bodies of the Parties.

XIX. Counterparts.

This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

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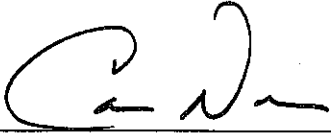
In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PIMA COUNTY:

ATTEST:

Sharon Bronson Date
Chairman, Board of Supervisors

Julie Castaneda Date
Clerk of the Board

 6-3-2021

Chris Nanos Date
Sheriff of Pima County

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF ORO VALLEY

ATTEST:

Joe Winfield Date
Mayor of Oro Valley

Michael Standish Date
Town Clerk

Kara Riley Date
Chief of Police, Oro Valley

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF SAHUARITA

ATTEST:

Tom Murphy Date
Mayor of Sahuarita

Lisa Cole Date
Town Clerk

John Noland Date
Chief of Police, Sahuarita

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In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PASCUA YAQUI TRIBE

ATTEST:

Peter Yucupicio Date
Tribal Council Chairman

Francisco Valencia Date
Tribal Council Secretary

Michael Valenzuela Date
Chief of Police, Pascua Yaqui Tribe

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TUCSON AIRPORT AUTHORITY

ATTEST:

Danette Bewley	Date
President/CEO	Tucson Airport
Authority	

Cathy Borders	Date
Executive Assistant to the President	

Chief Scott Bader	Date
Tucson Airport Police Department	

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF TUCSON

ATTEST:


Regina Romero Date
Mayor of the City of Tucson

Roger Randolph Date
City Clerk

Chris Magnus Date
Chief of Police, City of Tucson

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement 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 Intergovernmental Agreement represented by the undersigned.

 6/3/21
Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney