



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 7/3/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Town of Marana

***Project Title/Description:**

IGA between Pima County and the Town of Marana for Funding of Pima County Mapping Administrator Position

***Purpose:**

The purpose of this agreement is to set forth the responsibilities of the parties for the funding of the Pima County Mapping Administrator Position. Pima County Sheriff's Department will employ and house the Pima County 911 Mapping Administrator. This position is responsible for managing the Master Street Address Guide for Pima County 9-1-1 services. The Town of Marana will reimburse the Pima County Sheriff's Department for the applicable expenses of this position with funds from the State 9-1-1 Revolving Fund.

***Procurement Method:**

Exempt - per county policy D29.4 - Intergovernmental Agreement.

***Program Goals/Predicted Outcomes:**

The program goals/predicted outcomes is for the Pima County Mapping Administrator to successfully be responsible for managing the Master Street Address Guide of Pima County 9-1-1 services, which determines the jurisdictional routing for fire, police, and medical calls to 9-1-1.

***Public Benefit:**

The public benefit is to support public safety and law enforcement in Pima County.

***Metrics Available to Measure Performance:**

Maintain updates of addresses and maps in Pima County to ensure that they are tied to the correct jurisdiction for emergency purposes. Research and update system accordingly.

***Retroactive:**

The Pima County Sheriff's Department and The Town of Marana has been working on the terms and conditions of this new position/responsibility since March 2018. This included legal review as well for both parties. The Town of Marana Mayor and Council approved this IGA on June 5, 2018. The first available agenda for the Board of Supervisors occurs on 07/03/2018.

*To: COB - 6-13-18
ver. - 1
pgs - 8
Revised 5/2018 (2)*

Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e.,15-123): CTN 18*190

Effective Date: 7/1/2018 Termination Date: 6/30/2019 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ Est. \$60,000

*Funding Source(s) required: State _____
Town - Town of Marana

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? Yes - Vendor

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 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective 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): _____

Effective 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 Telephone: 351-6958

Department Director Signature/Date: Julia Gates 6/8/2018

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. Ruckelshaus 6/11/18

(Required for Board Agenda/Addendum Items)

MARANA RESOLUTION NO. 2018-059

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR FUNDING OF PIMA COUNTY MAPPING ADMINISTRATOR POSITION

WHEREAS the Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund"), established pursuant to A.R.S § 41-704, provides funding for a mapping administrator for Pima County safety agencies; and

WHEREAS Pima County employs the mapping administrator for Pima County safety agencies and the Town of Marana is the custodian of 9-1-1 Revolving Fund monies for Pima County; and

WHEREAS the County and the Town desire to set forth their agreement regarding the funding of the Pima County Mapping Administrator position; and

WHEREAS the County and the Town are empowered by A.R.S. §§ 11-951 through 11-954 to enter into intergovernmental agreements in order to jointly exercise their governmental authority; and

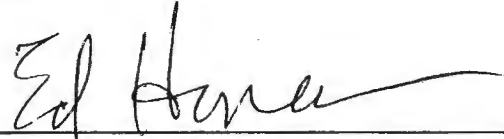
WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The intergovernmental agreement between Pima County and the Town of Marana for funding of the Pima County Mapping Administrator Position, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 5th day of June, 2018.



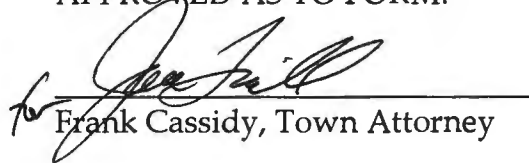
Mayor Ed Honea

ATTEST:



Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:



Frank Cassidy, Town Attorney



CONTRACT	
NO. <u>CTN-SD-18-190</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND
THE TOWN OF MARANA FOR FUNDING OF PIMA COUNTY
MAPPING ADMINISTRATOR POSITION**

This Intergovernmental Agreement (this "Agreement") is entered into by and between Pima County, a political subdivision of the state of Arizona (the "County"), and the Town of Marana, an Arizona municipal corporation (the "Town"). The County and the Town are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

Recitals

- A. The Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund") was established pursuant to A.R.S § 41-704 and is funded through the telecommunication service excise tax established by A.R.S § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S § 42-5402.
- B. A.R.S § 41-704(B)(2) provides that 2% of the amounts deposited annually in the 9-1-1 Revolving Fund for administrative costs may be allocated for local network management of contracts with public safety answering points for emergency telecommunication services.
- C. To qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as the 9-1-1 System Manager or Coordinator) must be named to provide all required administrative functions for the 9-1-1 planning committee.
- D. Several public and private safety agencies in Pima County have established a 9-1-1 planning committee (the "Pima County 9-1-1 Committee" or "Pima 9-1-1") and both the County and the Town are members of the Pima 9-1-1.
- E. The current Pima 9-1-1 System Manager is an employee of the Town. As such, the state of Arizona disburses monies from the 9-1-1 Revolving Fund to the Town on a quarterly basis to be managed and disbursed by the Pima 9-1-1 System Manager.
- F. Monies from the 9-1-1 Revolving Fund that are disbursed to the 9-1-1 System Manager may be used for the following purposes:
 - 1. To defray the personnel costs associated with the 9-1-1 System Manager and Master Street Address Guide (MSAG) Coordinator.

2. To acquire equipment for use by the 9-1-1 System Manager and/or MSAG Coordinator in support of their tasks.
 3. To fund the acquisition of upgraded software for the maintenance/management of the MSAG.
 4. To provide training or educational assistance for the 9-1-1 System Manager and the MSAG Coordinator to further their roles in providing 9-1-1 services.
- G. The Pima County MSAG Coordinator (hereinafter referred to as the "Pima County Mapping Administrator" or "Mapping Administrator") is responsible for managing the Master Street Address Guide for Pima County 9-1-1 services, which determines the jurisdictional routing for fire, police, and medical calls to 9-1-1.
- H. As of July 1, 2018, the Pima County Mapping Administrator for the Pima 9-1-1 will be employed by the County.
- I. The Parties desire to set forth their agreement regarding the funding of the Pima County Mapping Administrator position.
- J. The County and the Town are empowered by A.R.S. §§ 11-951 through 11-954 to enter into intergovernmental agreements in order to jointly exercise their governmental authority.

Agreement

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

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the funding of the Pima County Mapping Administrator position.
2. **County Responsibilities.**
 - a. The County shall employ and house the Pima County Mapping Administrator as an employee in the Pima County Sheriff's Department, subject to all employment policies and rules of the County.
 - b. The County shall calculate the total cost of compensation and all employee related expenses (ERE) for the Pima County Mapping Administrator position and provide that dollar amount to the Town as of the effective date of this Agreement, and no later than March 31 of each subsequent year during the term of this Agreement.
 - c. The County shall pay the salary, ERE, and any other costs of the Pima County Mapping Administrator position in accordance with the County's policies, as determined by the County, subject to reimbursement by the Town pursuant to the terms of this Agreement.

- d. The County shall provide an annual invoice to the Town within 30 days of the end of the fiscal year for each year during the term of this Agreement for the salary and ERE of the Pima County Mapping Administrator.
- e. For training and equipment costs for the Pima County Mapping Administrator, the County shall submit a request for pre-authorization to the Pima 9-1-1 System Manager.
 - i. If the Pima 9-1-1 System Manager approves the training or equipment for full or partial reimbursement, the County shall submit a final invoice to the Town for the costs of the training or equipment with supporting documentation, such as invoices or receipts, detailing the purchase within the 30 days of the purchase.
 - ii. If the Pima 9-1-1 System Manager does not approve the training or equipment for reimbursement, the County shall be responsible for the full cost of the training or equipment.

3. Town Responsibilities.

- a. The Town shall deposit all 9-1-1 Revolving Fund monies disbursed to the Town for the Pima 9-1-1 in an account established by the Town and designated for use by the Pima County 9-1-1 Committee, by and through the Pima 9-1-1 System Manager.
 - b. The Town shall reimburse the County for the salary and ERE of the Pima County Mapping Administrator position as follows:
 - i. Within 30 days of its receipt of the annual invoice from the County, the Town shall disburse up to 90% of the 9-1-1 Revolving Fund monies for the applicable fiscal year to the County, up to the full amount of the cost of salary and ERE for the Pima County Mapping Administrator position.
 - ii. In no event shall the Town disburse an annual payment to the County in an amount that is more than the amount of the annual cost of salary and ERE for the Pima County Mapping Administrator position.
 - c. When the Pima 9-1-1 System Manager receives a request for pre-authorization for training and equipment costs as described in paragraph 2(e) above, the Pima 9-1-1 System Manager shall advise the County whether the training or equipment will be reimbursed, and whether reimbursement, if any, will be partial or full, based upon the amount of available funds in the 9-1-1 Revolving Fund for the applicable fiscal year. If the Pima 9-1-1 System Manager approves the training or equipment for full or partial reimbursement, the Town shall pay the County's invoice for the training or equipment, up to the amount approved, within 30 days of receipt.
- 4. Shortage of Funds.** The County shall be responsible for payment of all salary and ERE costs for the Pima County Mapping Administrator position that are in excess of

90% of the 9-1-1 Revolving Fund monies provided to the Town in any given fiscal year during the term of this Agreement.

5. Term and Termination.

a. *Term.* This Agreement shall be for an initial term of one year beginning July 1, 2018 and ending June 30, 2019. The Parties shall have the option to extend the term for four additional one-year periods. Any extension or modification of this Agreement shall be by formal written amendment executed by the Parties.

b. *Termination.* This Agreement may be earlier terminated under the following circumstances:

i. For Cause. A Party may terminate this Agreement for material breach of this Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, the Fund or the County fails to appropriate sufficient funds to pay for the personnel costs associated with the Pima County Mapping Administrator position.

c. *Effect of termination.*

i. Payments. Payment due to the County pursuant to this Agreement shall be prorated through the date of termination.

ii. Property. All property purchased with monies from the 9-1-1 Revolving Fund, both real and intellectual, shall remain the property of the Pima County 9-1-1 Committee.

6. Indemnification. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, volunteers,

successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence. This paragraph shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

7. **Insurance.** When requested, a Party shall provide the other Party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.
8. **Books and Records.** The Town shall keep and maintain proper and complete books, records and accounts of the monies it receives from the 9-1-1 Revolving Fund, which will be maintained in accordance with the Town's records retention policy and made available for inspection by the County upon reasonable notice.
9. **Construction of Agreement.**
 - a. *Entire Agreement.* This instrument 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.
 - b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
 - c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
 - d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. *Severability.* If any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. If provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a Party in an attempt to reach an agreement on a substitute provision.
10. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the County or the Town.
11. **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 a Party and the other Party's employees, except as expressly provided for in paragraph 12 (Workers' Compensation). No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party,

including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 12. Workers' Compensation.** For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).
- 13. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either Party to this Agreement, by imposing any standard of care different from the standard of care imposed by law.
- 14. 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 Agreement.
 - a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement as if set forth in full herein.
 - b. *Americans with Disabilities Act.* This Agreement is subject to 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.
- 15. Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Force Majeure.** A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Party affected, order of any government officer or court (excluding orders promulgated by the Party affected), and declared local, state or national emergency,

which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

- 17. Notification.** All notices or demands upon either Party shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

TOWN: TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive
Marana, Arizona 85653

COUNTY: PIMA COUNTY
Attn: Communications Commander
1750 East Benson Highway
Tucson, AZ 85714

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

- 18. Remedies.** Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.
- 19. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

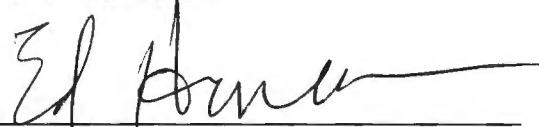
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chair of the Pima County Board of Supervisors, upon resolution and attested to by the Clerk of the Board; and the Town has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY

TOWN OF MARANA

Richard Elías, Chair, Board of Supervisors



Ed Honea, Mayor

Date: _____

Date: 6/5/2018

ATTEST:

ATTEST:

Julie Castañeda, Clerk of the Board



Jocelyn Bronson, Town Clerk

Intergovernmental Agreement Determination


The foregoing intergovernmental agreement between PIMA COUNTY and the TOWN OF MARANA 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 the Party to this Agreement represented by the undersigned.

PIMA COUNTY:

TOWN OF MARANA:



Deputy County Attorney



Town Attorney

Date: 5/9/18

Date: 5/24/18