



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/9/2020
or Procurement Director Award ☐

*** = Mandatory, information must be provided**

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

Pima County Community College District

***Project Title/Description:**

Mutual Aid Agreement

***Purpose:**

Provide law enforcement emergency assistance to each other and to outline joint and each Party's respective responsibilities with respect to their roles in implementing this Agreement.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Pima County Sheriff's Department and Pima County Community College District to assist each other when requested.

***Public Benefit:**

Pima County Sheriff's Department and Pima County Community College working together as needed.

***Metrics Available to Measure Performance:**

N/A

***Retroactive:**

No.

Procurement 06/06/20 09:11:48

To: COB- 5-7-20
Ver. - 1
Pgs - 8
(1)

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Contract / Award Information

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 20*0151
Effective Date: 06/09/2020 Termination Date: 01/01/2030 Prior Contract Number (Synergen/CMS):
☐ Expense Amount: \$ Revenue Amount: \$

*Funding Source(s) required: N/A

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.:
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: Bonnie Schaeffer

Department: Sheriff Telephone: 351-6374

Department Director Signature/Date: *Julia Galt* 4/29/2020

Deputy County Administrator Signature/Date:

County Administrator Signature/Date: *C. D. Durbany* 5/4/2020

(Required for Board Agenda/Addendum Items)

**MUTUAL AID AGREEMENT
BETWEEN
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
AND
PIMA COUNTY**

THIS MUTUAL AID AGREEMENT ("Agreement"), entered into as of the date of last signature below ("Effective Date") , between Pima County Community College District ("College") and Pima County ("County"), , on behalf of the Pima County Sheriff's Department (PCSD). College and County shall be collectively referred to as the Parties.

RECITALS

WHEREAS, College is a political subdivision of the State of Arizona and is authorized to enter into this Agreement by A.R.S. § 15-1444; and

WHEREAS, County is an Arizona body politic and corporate and is authorized to enter into this Agreement by A.R.S. § 11-952, et seq.; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, et seq., and A.R.S. § 13-3871, et seq.; and

WHEREAS, each Party employs peace officers certified by the Arizona Peace Officer Standards and Training Board (AZPOST); and

WHEREAS, College and the County have a long history of cooperation involving law enforcement; and;

WHEREAS, it is to the mutual benefit of the Parties that they enter into an Agreement for mutual protection of their community and provide assistance to effectively allocate law enforcement services.

PURPOSE

The purpose of this Agreement is to summarize the scope of the mutual aid, establish the framework within which the Parties will provide law enforcement emergency assistance to each other and to outline joint and each Party's respective responsibilities with respect to their roles in implementing this Agreement.

NOW, THEREFORE, it is mutually agreed by the Parties:

AGREEMENT

1. DEFINITIONS

- 1.1. **Officer** – means a peace officer duly certified by AZPOST under Arizona law. Term Officer includes Peace Officer and Police Officer as these terms are used interchangeably in this Agreement.
- 1.2. **Occurrence** – means an emergency event for which an assistance was provided by the Providing Party in response to the Requesting Party's request under this Agreement.

- 1.3. **Requesting Party** – means the Party requesting assistance under this Agreement.
- 1.4. **Providing (Responding) Party** – means the Party providing assistance under this Agreement.

2. EMERGENCY AND SPECIALTY LAW ENFORCEMENT MUTUAL AID:

- 2.1. Subject to the terms and conditions of this Agreement, PCSD, through its designated and employed officers, agrees to assist the designated and employed officers of the College when requested, and the College, through its duly designated and employed officers, agrees to assist PCSD designated and employed officers when requested. Each party shall make reasonable efforts to assist the other Party unless requests for assistance conflict with the Providing Party's then present duties, resources, or general orders. In all instances, the Providing Party shall render such assistance as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Agreement.
- 2.2. That upon a duly authorized request of a College's officer for assistance, the PCSD officer(s) will assist the College's officer(s) in event of emergency in enforcement of the applicable laws as appropriate. Responding PCSD officer(s) recognize that the College's officer will be the officer in charge when they respond to provide assistance within jurisdictional boundaries of Pima County Community College District.
- 2.3. That upon a duly authorized request of a PCSD officer for assistance, the College's officer(s) will assist the PCSD officer(s) in enforcement of the law relating to all crimes of the State of Arizona as set out in Arizona Revised Statutes. Responding College police officers recognize that PCSD officers will be the officers in charge when they respond to provide assistance within jurisdictional boundaries of PCSD.
- 2.4. After each Occurrence, each Party shall exchange with the other Party all reports arising out of such occurrence when requested by the other Party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by law as to such reports or the contents thereof. Reports generated pursuant to this Agreement between the Parties remain the records of the respective Party, and any public records requests shall be the responsibility of the Party creating the record.
- 2.5. Upon execution of this Agreement, the Parties shall jointly develop a written plan that establishes procedures for requesting assistance, designates points of contact and includes other relevant and required guidelines for implementing this Agreement.

3. AUTHORITY:

- 3.1. The provisions of A.R.S. Section 13-3871 et. seq. shall apply to the Parties' peace officers operating pursuant to this Agreement. Each Party's Officers have the authority of state peace officers pursuant to Arizona law and, when acting within the jurisdiction of the other Party requesting assistance under this Agreement, shall also have full authority to act as an officer of such Requesting Party. Nothing in this section shall be construed to limit in any way, the authority of either Party's police officers within their primary or home jurisdiction.

4. **TERM:** This Agreement shall commence as of Effective Date and shall expire on January 1, 2030.
5. **TERMINATION:** Either Party may terminate this Agreement upon sixty (60) days prior written notice by registered and/or certified mail or personal delivery to the other Party.
6. **COSTS:**
 - 6.1. Each Party shall absorb its own costs in support of this Agreement.
 - 6.2. Nothing contained in this Agreement shall be construed or constructed as an employment contract of or for individual officers of the College or PCSD.
 - 6.3. In rendering mutual law enforcement assistance, each Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in situation wherein it appears to the officers involved that the sharing or use of equipment, materials or supplies is necessary under the circumstances..
 - 6.4. Each Party will pay its own incurred overtime and expenses associated with the Party's officers working an Occurrence or traveling to testify or testifying, unless provided for in a separate agreement. It is also contemplated that the Chief Law Enforcement Officer for each Party shall direct and require his/her officers to travel and testify, under subpoena, to the court with jurisdiction over the Occurrence.
7. **INDEMNIFICATION:** To the extent permitted by law, each Party hereby agrees to indemnify, defend, and hold harmless the other Party, its officials, officers, employees, agents and volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the Party, its officials, officers, employees, agents of volunteers, whether intentional or negligent, in connection with or incident to this Agreement.
8. **NOTICES:** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail addressed as follows:

Pima County Community College District

Buddy Janes
Acting Chief of Police
Pima County College District
4905 E Broadway Blvd
Tucson, AZ 85709

With a copy that shall not constitute notice to:

Pima County College
Attn: Vice Chancellor for Facilities
4905 E Broadway Blvd
Tucson, AZ 85709

Pima County Sheriff's Department
Attn: Chief Deputy Byron Gwaltney
1750 E. Benson Hwy.
Tucson, Arizona 85714

9. INSURANCE:

- 9.1. During the term of this Agreement each Party shall obtain and maintain at its own expense the following type(s) and amounts of insurance:
- 9.2. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property Damage;
- 9.3. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury and \$1,000,000.00 Property Damage;
- 9.4. Workers' compensation coverage, including employees' liability coverage, as required by law.
- 9.5. The Parties may self-insure as permitted by law.

10. WORKERS' COMPENSATION: For the 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 Agreement, shall be deemed to be an employee of both Parties as provided in A.R.S. § 23-1022(D), and the primary employer Party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.

11. NON-DISCRIMINATION: The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

12. ADA: Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

13. COMPLIANCE WITH ALL LAWS: Each party shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Agreement.


14. 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.

- 15. NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to create duties or obligations to or rights in third parties or affect the legal liability of the Parties by imposing any standard of care different from the standard of care imposed by law.
- 16. SEVERABILITY:** The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.
- 17. ENTIRE UNDERSTANDING:** This Agreement embodies the entire understanding between the Parties and supersedes all prior or contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing, executed by both Parties.

[signature page continues]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by the Party's authorized representative and, if required, attested by its clerk, upon resolution of its governing body.

FOR PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

	Lee Lambert
By:	Name
Chancellor	Apr.6,2020
Title	Date

FOR PIMA COUNTY:

_____, Chairman, Pima County Board of Supervisors	Date
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ATTEST:

Julie Castaneda, Clerk of the Board	Date
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PIMA COUNTY SHERIFF'S DEPARTMENT:

	4/27/2020
Mark Napier, Sheriff	Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement between Pima County and the Pima County Community College District 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:

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT:**



Deputy County Attorney

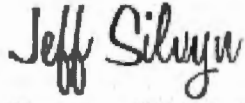


Jeff Silvyn, General Counsel

Signatures

For
Name
Title

Pima County Community College District
Jeff Silvyn



Signed on 2020-04-08 17:04:46 GMT

Secured by Concord™
DocumentID YzRjMmFIMjElZT
SigningID YTgxY2RjNWY1ND
Signing date 4/8/2020
IP Address 144 90 8 54
Email jsilvyn@pima.edu

For
Name
Title

Pima County Community College District
Lee D. Lambert
Chancellor



Signed on 2020-04-08 19:32:58 GMT

Secured by Concord™
DocumentID YzRjMmFIMjElZT
SigningID YmEwMmY2NDI1NT
Signing date 4/8/2020
IP Address 144 90 124 208
Email gechavari@pima.edu