



## **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):**

Town of Sahuarita

**\*Project Title/Description:**

IGA between Pima County and the Town of Sahuarita

**\*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 Town of Sahuarita.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

The program goals/predicted outcomes are to successfully dispatch Sahuarita Law Enforcement as needed in emergency situations.

**\*Public Benefit:**

The public benefit is to support law enforcement in the Town of Sahuarita.

**\*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 Sahuarita law enforcement and the response time of that agency.

**\*Retroactive:**

No.

*To: COB - 5.21.21  
Ver. - 1  
Pgs - 14 (2)*

**Contract / Award Information**

Document Type: CTN Department Code: SD Contract Number (i.e., 15-123): 20\*1612 NL  
Effective Date: 7/1/2020 Termination Date: 6/30/2021 Prior Contract Number (Synergen/CMS):  
☐ Expense Amount: \$\* ☒ Revenue Amount: \$ 266,878

**\*Funding Source(s) required:** General Fund Revenue  
Town - Town of Sahuarita

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: Yuko Jarvis

Department: Sheriff's Department

Telephone: 351-6958

Department Director Signature/Date: *Julia Gates* 5/18/2020

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

*C. R. Duchetty* 5/18/20

Contract No: CTN-SD-20-162 Amendment No: \_\_\_\_\_

APPROVED  
Department of Law  
Town of Sahuarita

This number must appear on all correspondence and documents pertaining to this contract

**Intergovernmental Agreement**  
Between  
**Pima County and the Town of Sahuarita**  
For  
**Law Enforcement Dispatch Services and the Management of Associated Records,  
Including Dispatch Logs and Warrant Records**

*This Intergovernmental Agreement* is entered into this 1st day of July, 2020, pursuant to A.R.S. §11-952, by and between Pima County (the "County") and the Town of Sahuarita, Arizona, a municipal corporation (the "Town") for the County's provision of law enforcement dispatch services and the management of dispatch logs and warrant records for the Town.

**Recitals**

- A. The County and the Town desire to jointly exercise their powers pursuant to the provisions of A.R.S § 11-951 et seq.:
- B. The Town desires to enter into an intergovernmental agreement with the County for the County's provision of law enforcement dispatch services and the management of dispatch logs and warrant records to the Town, and the County agrees to render such services upon the terms and conditions set for below.
- C. The Pima County Board of Supervisors did on the 9th day of June, 2020 authorize the Sheriff to execute this Agreement; and
- D. The Mayor and Council of the Town did on the 27 day of April, 2020 authorize the Mayor to execute this Agreement by Resolution No. 2020-0628.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Town do mutually agree as follows:

**1. Purpose**

The purpose of this Intergovernmental 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 Town. Such dispatch services include, but are not limited to, processing public emergency telephone calls originating from or relating to an area within the Town limits of the Town to the appropriate officer on duty in the Town.

## **2.     *Effective Date***

This Intergovernmental Agreement shall become effective upon adoption of this Agreement by all parties and recording the original executed agreement in the office of the Pima County Recorder.

## **3.     *Term***

This Intergovernmental Agreement shall be for an initial term of one year beginning July 1, 2020, notwithstanding the effective date listed above. The parties shall have the option to extend the term for four (4) additional one (1) year periods. Any extension or modification of this Agreement shall be by formal written amendment executed by the parties hereto.

## **4.     *Scope of Services***

### ***4.1     Law Enforcement Dispatch Services to be Provided.***

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

### ***4.2     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 Town 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, which service the Town.

The Town 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 Town on a talk group shared with other Sheriff's operations.

#### *4.3 Description of Terminal Operations Unit Services.*

The Sheriff's Department Terminal Operations Unit shall also provide the Town 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) hour 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 Town 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 Town shall adhere to the same operational procedure as the Sheriff's Department concerning entry and deletion of hot file entries. The Town, via the Sahuarita Municipal Court, must validate warrant entries in accordance with ACJIS policy. The County shall be responsible for keeping the hard copy files current based on information received from the Town.

#### *4.4 Services Not Provided.*

Law enforcement Dispatch Services are limited to those services described in Paragraphs 4.2 and 4.3 and do not include any other services normally provided by a law enforcement department to its citizens, including (i) enforcement of Town ordinances and Arizona Revised Statutes, (ii) supervision of the County Emergency Management Plan (iii) service of civil papers as directed by Town officials (iv) cooperation with and assistance to the Town in situations of flooding weather problems, non-functioning street lights, traffic obstructions and other occurrences where such assistance would help provide a safer community, (v) incarceration of prisoners, and (vi) similar services.

#### *4.5 County Control of Certain Standards*

The standards of performance, discipline of officers, 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 Town 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.

#### *4.6 Reporting Requirements.*

The County shall furnish to the Town 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.

## **5. Fees**

### **5.1 Fees.**

For the term July 1, 2020, the Town agrees to pay the sum of two hundred sixty six thousand eight hundred seventy eight (\$266,878) dollars. The Town will make quarterly payments to the County in the amount of sixty six thousand seven hundred nineteen dollars and fifty cents (\$66,719.50). The Town 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.

### **5.2 Fee Adjustment.**

Each March 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 Town no later than March 31<sup>st</sup>. 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.

### **5.3 Fees in event of termination.**

Should this Agreement be terminated pursuant to Section 10 of this Agreement, the amount of fees due to the County shall be prorated through the date of termination.

### **5.4 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 Town, or other clerical supplies different than those of the County, all such items shall be at the Town's expense.

## **6. Radio System Operation and Coverage**

It is agreed that law enforcement dispatch services will be provided to the Town through Sahuarita Police Department's use of the Pima County Motorola ASTRO25 P25 radio system. The Town, via the Sahuarita Police Department, 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 Town, via the Sahuarita Police Department, before making radio system changes which will likely affect radio system operations for the Sahuarita Police Department. 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 Sahuarita Police Department.

The Town 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 Town, via the Sahuarita Police Department.

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

#### **7. *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 Sahuarita employees, or between Sahuarita 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.

#### **8. *Insurance Requirements***

The parties hereto 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. Insurance maintained by the parties to this Agreement must contain provisions whereby the other party to this Agreement is provided proof of insurance/self-insurance.

#### **9. *Indemnification***

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') 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 indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

## **10. *Suspension or Discontinuance of Services; Termination***

### **10.1 *Termination at Will.***

This Intergovernmental 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 Intergovernmental Agreement.

### **10.2 *Funding Sources; Budget; Non-appropriation.***

This Intergovernmental Agreement and all obligations upon the County or the Town 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 Sahuarita Town Council do not appropriate sufficient monies for the purpose of maintaining this Intergovernmental Agreement, this Agreement shall be deemed to terminate by operation of law on the date of expiration of funding. In the event of such cancellation, the County and the Town shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.

## **11. *Conflict of Interest. 38-511***

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

## **12. *Town boundaries***

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

## **13. *Mutual Duty to Keep Parties Informed***

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



#### ***14. Legal Jurisdiction***

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

#### ***15. Court Action by Third Persons***

If this Intergovernmental 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 Town to the other by reason of such action or by reason of this Intergovernmental Agreement.

#### ***16. Beneficiaries***

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

#### ***17. 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 Intergovernmental Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness.

#### ***18. 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 regulation of the State of Arizona 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. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

#### ***19. No Assignment***

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

**20. 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.

**21. 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 Intergovernmental 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.

**22. Severability**

In the event that any provision, or any portion of any provision, of this Intergovernmental 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 Intergovernmental Agreement shall be deemed to be severable.

**23. 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.

**24. Non-discrimination**

Neither party shall discriminate against any County or Town 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 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

**25. *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.

**26. *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 and recorded with the Pima County Recorder.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Pima County and Sahuarita  
Dispatch and Terminal Operations IGA

*In Witness Whereof*, The County has caused this Intergovernmental Agreement to be executed by the Chair of the Pima County Board of Supervisors upon Resolution of the Board and attested to by its Clerk, and the Town has caused this Intergovernmental Agreement to be executed by the Mayor upon Resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY

TOWN OF SAHUARITA

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Tom Murphy, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Julie Castañeda, Clerk of Board

\_\_\_\_\_  
Lisa Cole, Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



APPROVED AS TO CONTENT

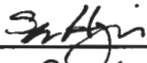
\_\_\_\_\_  
Pima County Sheriff

\_\_\_\_\_  
Date

*INTERGOVERNMENTAL AGREEMENT DETERMINATION*

The foregoing Intergovernmental Agreement between the Pima County Sheriff's Department or the Pima County Board of Supervisors and the Town of Sahuarita has been reviewed pursuant to A.R.S § 11-952 by the undersigned, who be 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.

APPROVED AS TO FORM

  
\_\_\_\_\_  
Pima County Deputy County Attorney

3/26/20  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Town of Sahuarita Attorney

04-24-2020  
Date

***CERTIFICATE OF CLERK***  
***Town of Sahuarita***

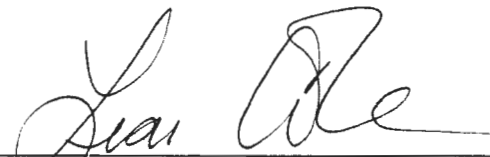
***State of Arizona*** }  
***County of Pima*** } ss

*I, Lisa Cole, the duly appointed and qualified Town Clerk of the Town of Sahuarita, Arizona, do hereby certify that the attached is a true and correct copy of Resolution No. 2020-0628, Dispatch Services IGA authorization, which was approved by the Sahuarita Town Council at a meeting held on April 27, 2020, at which a quorum was present.*

*In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of Sahuarita, Arizona on April 28, 2020.*

*Total of 2 page(s) certified.*



  
\_\_\_\_\_  
Lisa Cole, Town Clerk

## **SAHUARITA RESOLUTION NO. 2020-0628**

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A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO SAHUARITA CONTRACT NO. 210021, AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES AND MANAGEMENT OF ASSOCIATED RECORDS, BETWEEN THE TOWN AND PIMA COUNTY SHERIFF'S DEPARTMENT FOR A TERM OF ONE YEAR COMMENCING JULY 1, 2020 AT AN ANNUAL CONTRACT AMOUNT OF \$266,878.00 WITH AN OPTION TO EXTEND FOR AN ADDITIONAL FOUR ONE-YEAR PERIODS.

WHEREAS, the Pima County Sheriff's Department has provided dispatch services and management of associated records, including dispatch logs and warrant records, for the Sahuarita Police Department in the past; and

WHEREAS, the Pima County Sheriff's Department is currently providing dispatch services and management of associated records for the Sahuarita Police Department; and

WHEREAS, the Town and Pima County Sheriff's Department desire to enter into Sahuarita Contract No. 210021, an Intergovernmental Agreement for Dispatch Services and Management of Associated Records ("2020 IGA"), for a term of one year commencing July 1, 2020 at an annual contract amount of \$266,878.00 with an option to extend for an additional four one-year periods; and

WHEREAS, the annual contract cost of the 2020 IGA is \$266,878.00, which is an increase of \$46,386 from the current Intergovernmental Agreement set to expire on June 30, 2020; and

WHEREAS, the Town shall have the option to extend the 2020 IGA for an additional four one-year terms, and the Town and Pima County Sheriff's Department shall meet each March preceding the renewal of each one-year term for a recalculation of the applicable costs of such services provided by the Pima Sheriff's Department to the Town, and notice of any changes to the cost of services shall be provided to the Town no later than March 31st of each year; and

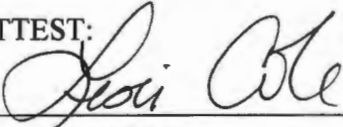
WHEREAS, the Mayor and Council have determined that approval of the 2020 IGA (Sahuarita Contract No. 210021) is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

- Section 1.** The Town is hereby authorized to enter into the Intergovernmental Agreement for Dispatch Services and Management of Associated Records, (Sahuarita Contract No. 210021) between the Town and the Pima County's Sheriff's Department. A copy of the 2020 IGA is attached hereto as Exhibit "A" and incorporated herein by this reference.
- Section 2.** The Mayor of the Town is hereby authorized and directed to execute said 2020 IGA on behalf of the Town.
- Section 3.** The Town staff is hereby authorized and directed to take all steps necessary to implement said 2020 IGA and give it effect.
- Section 4.** The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.
- Section 5.** All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution. All internal references within the Town Code to any affected provision are hereby updated.
- Section 6.** If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 27th day of April, 2020.

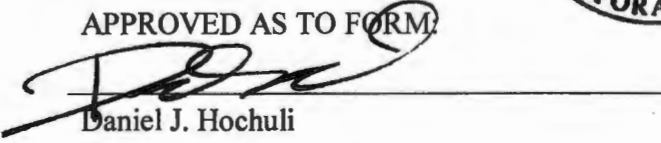
ATTEST:

  
Lisa Cole, MMC  
Town Clerk



  
Mayor Tom Murphy

APPROVED AS TO FORM:

  
Daniel J. Hochuli  
Town Attorney