



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 03/21/2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Mount Lemmon Fire District

Project Title/Description:

Provision of equipment, materials and operating supplies for emergency management operations.

Purpose:

State statute authorizes the Board of Supervisors appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes.

Procurement Method:

Intergovernmental Agreement, A.R.S. § 11-952

Program Goals/Predicted Outcomes:

To minimize the threat to life and property due to fire, medical or other emergencies.

Public Benefit:

Mt. Lemmon and the surrounding National Forest is a popular recreation area enjoyed by many Pima County residents as well as visitors. Although unknown to many of these residents and visitors, MLFD is the first responder above mile post 10.5 of the Catalina Highway. These residents and visitors are the primary users of the MLFD services. In addition, there are number of beneficiaries of fire and emergency services. These include the Boy Scouts, Girl Scouts, The University of Arizona, County Transportation and Sheriff; and a number of users of communications equipment, including local television stations and the Arizona Department of Public Safety.

Metrics Available to Measure Performance:

n/a

Retroactive:

To: COB- 3-3-17 (1)
Ver. - 1
PJS. - 4

Procure Dept 03/03/17 PM01:06

Original Information

Document Type: CT Department Code: OEM Contract Number (i.e., 15-123): 17-287
Effective Date: 03/21/2017 Termination Date: 03/21/2022 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 75,000 Revenue Amount: \$ _____
Funding Source(s): Board Contingency Fund

Cost to Pima County General Fund: 75,000

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Griselda Moya-Flores

Department: Office of Emergency Management Telephone: 724-9314

Department Director Signature/Date: [Signature] 2-27-17

Deputy County Administrator Signature/Date: [Signature] 3-2-17

County Administrator Signature/Date: [Signature] 3/3/17
(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement
between
Pima County and Mount Lemmon Fire District**

This Intergovernmental Agreement (“IGA”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and Mount Lemmon Fire District, a special taxing district (“District”) pursuant to A.R.S. § 11-952.

Recitals

- A. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- B. County is authorized by A.R.S. § 26-308(A) to “appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes.”
- C. District provides fire protection (both structure and wildland), EMS, rescue and public assistance to a 12.5 square mile area of the Santa Catalina Mountains in the Coronado National Forest, including the Summerhaven community at the top of Mount Lemmon. The District cooperates with the U.S. National Forest Service and renders assistance to visitors even outside its jurisdictional boundaries. Ninety percent of calls for assistance to the District are from visitors.
- D. District is almost entirely reliant on property taxes levied on homes and businesses within the District, which makes it difficult to raise appropriate funding for the District’s operations.
- E. Mount Lemmon is an important attraction for both residents and visitors of Pima County.
- F. County owns property within the District’s jurisdictional boundaries that benefits from the District’s operation.
- G. County’s Community Wildfire Protection Plan rates the Mt. Lemmon Community Wildland-Urban Interface as the highest at-risk from wildland fire in all of Pima County, due to the complexity of vegetation types, limited access, recreational sites, communication and research facilities and private residents.
- H. The Board of Supervisors finds that the District’s operations benefit and protect the entire community, not just property owners within the District.

NOW, THEREFORE, County and District, pursuant to the above, agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to provide additional funding to the District to assist it with its operation, for the protection of persons and property.
2. **County Payments.** County will pay District \$15,000 each fiscal year that this IGA is in effect, starting with the current fiscal year 2017. The payment for fiscal year 2017 will be made no later than 30 days after this IGA is approved and executed by both parties. Subsequent annual payments will be made on or before December 1 each year. District will use these funds to purchase necessary equipment, pay personnel costs, and for other legitimate expenses of the District.
3. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of 5 years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
5. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 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 Contract 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) If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01, at no less than the minimum coverage levels set forth in this section.

6. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
7. **Non-Discrimination.** The parties will 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 under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
8. **ADA.** The parties will 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.
9. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
10. **Conflict of Interest.** This contract 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.
11. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payments due prior to the effective date of cancellation.
12. **Legal Authority.** Neither 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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
13. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will 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 employees of the other party. Neither party will 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.

- 15. No Third Party Beneficiaries.** Nothing in 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 either 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.
- 16. Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:

District:

Director, Pima County Office of
Emergency Management
3434 E. 22nd St.
Tucson, AZ 85713

Fire Chief
Mount Lemmon Fire District
13170 N. Oracle Control Road
Mt. Lemmon, Arizona 85619

With copies to:

County Administrator
130 West Congress St., 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

- 17. Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.


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SIGNATURE PAGES FOLLOW

PIMA COUNTY:

MOUNT LEMMON FIRE DISTRICT:

Chair of the Board of Supervisors




John Perchorowicz, Chair of the District Board

ATTEST

ATTEST

Clerk of the Board



DENNIS COZZETTI
Clerk of the Board

Approval

The foregoing Intergovernmental Agreement between Pima County and Mount Lemmon Fire District has been reviewed by the undersigned, and is hereby approved as to content.



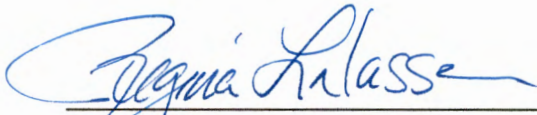
Jeff Guthrie, Director, Pima County Office of Emergency Management

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Mount Lemmon Fire District has been reviewed by the undersigned, each of whom has 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 he or she represents.

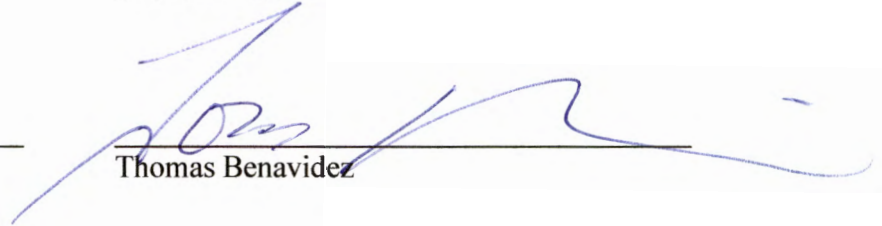
PIMA COUNTY:

MOUNT LEMMON FIRE DISTRICT:



Deputy County Attorney

REGINA NASSEN



Thomas Benavidez