



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/04/2024

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Arizona Game and Fish Department

***Project Title/Description:**

Fence installation and surveys at abandoned mine features at Tucson Mountain Park

***Purpose:**

Fencing, gating, signage, and surveys of abandoned mine shafts in Tucson Mountain Park to increase public safety.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Fencing and signage at 15 dangerous features in Tucson Mountain Park

***Public Benefit:**

Fencing features at the Park will increase public safety around these features

***Metrics Available to Measure Performance:**

Fencing at 15 features

***Retroactive:**

No

TO: COB, 5-16-24 (1)
Vers: 1
pgs: 8

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: PR Contract Number (i.e., 15-123): 24-0458
Commencement Date: JUNE 4, 2024 Termination Date: OCTOBER 1, 2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 48,723 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 48,723 % _____

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 ☐ 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: Robert Padilla

Department: Natural Resources, Parks and Recreation

Telephone: 724-5235

Department Director Signature: [Signature]

Date: 13 MAY 2024

Deputy County Administrator Signature: [Signature]

Date: 5/14/2024

County Administrator Signature: [Signature]

Date: 5/14/2024

COLLECTION AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT
AND PIMA COUNTY

This Collection Agreement ("Collection Agreement") is entered into between the Arizona Game and Fish Department ("Department") and Pima County pursuant to the Memorandum of Understanding dated March 1, 2022 between the Arizona Game and Fish Commission ("Commission") and Pima County.

WHEREAS, the Department acts under the authority of the Commission and is authorized to enter into this Collection Agreement pursuant to A.R.S. § 17-231(B)(7);

WHEREAS, Pima County is a political subdivision of the State of Arizona and is authorized to enter into this Collection Agreement pursuant to A.R.S. §§ 11-251 and 11-952;

WHEREAS, the Department is responsible for wildlife in the state;

WHEREAS, Pima County has adopted the biological goal of the Sonoran Desert Conservation Plan which is to protect all the plants and animals in Pima County and the ecosystem structure and function upon which they depend; and

WHEREAS, Pima County has purchased and leased over 200,000 acres of land to help meet the biological goal of the Sonoran Desert Conservation Plan; and

WHEREAS, public health and safety is a top priority for Pima County.

NOW, THEREFORE, it is the understanding of the Parties that:

1. Pima County shall:
 - A. Provide the Department with forty-eight thousand seven hundred and twenty-three dollars (\$48,723) to perform public safety activities at 15 abandoned mine sites in Tucson Mountain Park and perform an assessment of bat use at each site.
2. The Department shall:
 - A. Provide services in the attached Statement of Work in coordination with County staff.
 - B. The project shall be invoiced completely no later than August 1, 2024.
3. Effective Date and Duration. This Collection Agreement is effective as of the last signature date and expires on October 1, 2024.
4. Termination Generally. Either Party may terminate this Collection Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work

performed pursuant to this Collection Agreement shall cease and Pima County shall not incur any new obligations for the terminated portion of the Collection Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to Pima County for Pima County's share of the non-cancelable obligations properly incurred by Pima County up to the effective date of the termination. Any remaining unobligated funding provided by the Department shall be returned to the Department within sixty (60) days after the effective date of termination.

5. Notices. All written notices concerning this Collection Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

A For the Department:

Keith Knutson
5000 W Carefree Highway
Phoenix, Arizona 85086
623-236-7624
kknutson@azgfd.gov

B For Pima County:

Victor Pereira
Director, Pima County Natural Resources, Parks and Recreation
3500 W. River Rd.
Tucson, Arizona 85741
520-724-5000
Victor.Pereira2@pima.gov

6. Non-discrimination. In carrying out the terms of this agreement, the Parties agree to comply, to the extent they apply, with Executive Orders No. 2023-01 and No. 99-09 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
7. Audit. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
8. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement.
9. Arbitration. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

10. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
11. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
12. 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") 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 Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
13. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
14. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
15. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
16. Illegal Immigration. To the extent required by law, the Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
17. Legal Arizona Worker's Act. Parties warrant that at all times during the term of this Contract that they will comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 44-4401 (together the "State and Federal Immigration Laws"). Parties further ensure that each subcontractor who performs any work under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects the offending Party to penalties up to and including termination of the Contract. Each Party retains the legal right to inspect

the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

IN WITNESS WHEREOF, the Parties hereto have executed this Collection Agreement as of the date below:

ARIZONA GAME AND FISH DEPARTMENT


Clay Crowder, Assistant Director

4/22/2024
Date

PIMA COUNTY BOARD OF SUPERVISORS

Adelita S. Grijalva, Chair

Date


Melissa Manriquez, Clerk of the Board

Date

Approved as to Form and Authority:

By:  05/03/2024
Rachelle Barr, Deputy County Attorney, Civil Division

Approved as to Content:

By:  13 MAY 2024
Victor Pereira, Director
Pima County Natural Resources, Parks & Recreation Department

STATEMENT OF WORK
FENCE INSTALLATION AND SURVEYS AT ABANDONED MINE FEATURES ON
LANDS MANAGED BY PIMA COUNTY FY24, ARIZONA

Prepared by:

Ronald Mixan

Arizona Game and Fish Department, Wildlife Contracts Branch

5000 W. Carefree Highway

Phoenix, Arizona 85086



February 2024

Introduction

Arizona has an estimated 50,000 open abandoned hard rock mines. Nearly 70 percent of the abandoned mines in the western United States show signs of bat use. To eliminate the hazards that these open mines present to the public they are being closed at an accelerating rate. Given that nearly 70 percent of the abandoned mines in the western United States show sign of bat use, biological surveys for bats are critical to mitigate the loss of historical bat roosts. These surveys play a key role in management decisions that seek to preserve and manage the habitat of bat species, which may be negatively affected by mine closure activities. The United States Fish and Wildlife Service (USFWS) strongly suggests that listed species of concern at the state level should be managed as having endangered status. Seven former C2 species in Arizona and one formerly federally listed species utilize mines during some stage of their life. There are thousands of inactive mines on private, state, county and federal lands throughout Arizona, and the majority of these mines have not been evaluated for bat use.

The importance of abandoned mines for bats lies in their potential to provide a variety of roosting sites including maternity, hibernacula, day, night, and interim roosts. Maternity roosts provide a secure location for females to give birth and rear their young throughout the summer season. Hibernacula provide a winter refuge for non-migratory bats. Day roosts are used by non-reproductive individuals of both sexes while night roosts are utilized by all bats, regardless of reproductive status, as a place to rest and to digest their prey between foraging bouts. Night roosts are generally in different locations than day roosts and are used primarily at dawn and dusk. Interim roosts are used in the spring before the young are born and again in the fall before retreating to the hibernation or winter roost. Abandoned mines may serve all of the above functions, thus accurate surveys of bat activity use are essential in identifying and preserving these bat roosts.

Land management agencies are increasingly feeling the pressure and need to close abandoned mines for public safety, due in part to recent fatalities that resulted from recreationalists falling into abandoned mine shafts. This document provides a statement of work and budget estimate to install fencing and signage at abandoned mines located in Tucson Mountain Park managed by Pima County.

Tasks

- 1.) Survey 15 abandoned mines for the presence of wildlife, conduct threat assessment and take measurements for fence installation (Table 1).
- 2.) Install fencing and signage at 15 abandoned mines (Table 1).

Methods

Arizona Game and Fish Department (AZGFD) personnel will fence and place signage at 15 abandoned mine features located in Tucson Mountain Park (Figure 1). These fences and signage will alert the public to the dangers of the abandoned mines in the area, and prevent easy or

accidental entrance into these features. While onsite, AZGFD biologists will assess each mine feature as potential bat or other wildlife habitat. We will be able to eliminate features that provide no habitat, so a future survey with additional funding will be able to assess the remaining mines as potential habitat through scoping and/or emergence counts. The size of the fence that will be installed around a mine feature is determined by the size of the collar. A hypothetical mine feature with a 10-foot collar would get a 20x20 foot fence installed around it. The fence would roughly consist of 14 T-posts, 450' of smooth wire, 12 stays, and 32 fence clips. The fence will be constructed with four corner T-post, and two support T-post in between each corner. We will also use two T-posts as anchor's opposite each other to keep appropriate tension on the wire. Fences will be signed on sides visible to the public.



Figure 1. Mine locations to be fenced at Tucson Mountain Park.

Budget Summary for Pima County (Tasks 1 and 2).

Category	Cost
Personnel	
Principal Investigator (\$45.20/hour x 40 hours)	1,808
Project Biologist Spec III (\$30.83/hour x 160 hours)	4,933
Project Biologist Spec II (\$28.03/hour x 160 hours)	4,485
Project Biologist Spec I (\$23.86/hour x 160 hours)	3,818
Administrative (\$22.21/hour x 8 hours)	178
Sub-total	15,222
ERE (43% of Personnel)	6,546
Indirect (56.53% of Personnel)	8,605
Travel Expenses	
Per Diem	
Project Biologist Spec III (\$54/day x 20 days)	1,080
Project Biologist Spec II (\$54/day x 20 days)	1,080
Project Biologist Spec I (\$54/day x 20 days)	1,080
Lodging	
\$120/day x 16 nights x 3 people	5,760
Vehicle Mileage	
AGFD vehicles (\$1.45/mile x 3000 miles)	4,350
Sub-total	43,723
Other Operating Expenses	
Materials; T-posts, T-post pounder, T-post clips, smooth wire, signage, fence stays, diesel etc.	5,000
Grand Total	\$48,723