



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/5/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

United States, Bureau of Land Management

***Project Title/Description:**

Recreation or Public Purpose Lease

***Purpose:**

The purpose of the Recreation or Public Purpose Lease ("Lease") between the Bureau of Land Management ("BLM") and the Pima County Board of Supervisors ("Board") is to provide land for the continued operation of Helmet Peak Volunteer Fire Department ("HPVFD") located at 15490 South Mission Road. The BLM has agreed to enter into a new 20 year Lease with the Board as a continuation of the previous Lease that will provide land for the HPVFD building and yard operations. HPVFD provides fire protection and other emergency services for the surrounding community proximate to the HPVFD location. Additionally, and being part of the Lease (Appendix B), Pima County will enter into a 20 year Management Agreement with the HPVFD to occupy the land that is leased from the BLM. (RPS File #LNCP-0047)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The continuation of the Lease under the condition that the leased property will be used as a volunteer fire department station, the Board is extending the partnership with the BLM and supporting emergency services provided by the HPVFD Department to nearby communities.

***Public Benefit:**

The combined Lease and the Management Agreement will allow the Helmet Peak Volunteer Fire Department to continue operating the fire station facility on the 1.6 acres of leased property, providing fire protection and other emergency services to the surrounding community.

***Metrics Available to Measure Performance:**

The Board will enter into a new 20 year Lease with the BLM. The Lease includes the condition that Pima County will enter into the HPVFD Management Agreement and as an extension of the Lease approval by the Board, staff will complete a 20 year Management Agreement with Helmet Peak Volunteer Fire Department for the use and occupancy of the leased property to provide ongoing emergency services. The BLM Lease has an annual fee of \$25.00 over 20 years for a total of \$500, which is reimbursed to the County by Helmet Peak Volunteer Fire Department.

***Retroactive:**

Yes. The BLM was unresponsive to request by the RPS Department to renew the lease.

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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: PO Department Code: RPS Contract Number (i.e., 15-123): PO2500021709
Commencement Date: 2/19/2025 Termination Date: 2/18/2045 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 500.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: PR-Directors General Fund**

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.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

Amount This Amendment: \$ _____

***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: Jim Rossi

Department: Real Property Services

Telephone: 520-724-6318

Department Director Signature: _____

Date: 7/17/25

Deputy County Administrator Signature: _____

Date: 7/21/2025

County Administrator Signature: _____

Date: 7/21/2025

Form 2912-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

Serial Number

AZA 02816601, AZAZ105967452

This lease entered into on this _____ day of _____, 20 **25**, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and
Pima County Board of Supervisors, a political body of the State of Arizona

_____ hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH.

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

together with an option to purchase during the term of the lease upon a showing of substantial compliance with the approved plan of development designated in Section 4(a).

**Gila and Salt River Meridian, Arizona
T. 17 S., R. 12. E.,
sec. 11, lot 5.**

This Lease is retroactive to February 19, 2025

containing **1.6** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **20** years, the rental to be \$ **25.00** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

Helmet Peak Volunteer Fire Department. Approved improvements include:

- Main fire station building, approximately 80 ft x 50 ft
- Vehicle bays, approximately 30 ft x 30 ft
- Storage, approximately 45 ft x 20 ft
- Traller, approximately 40 ft x 15 ft
- Concrete slab, approximately 25 ft x 10 ft
- Chain link fence, surrounding station complex. 2 gates. Approximately 1,288 ft total in length

See attached site map, Exhibit A.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Exhibit B- Pima County, Helmet Peak Fire Department. Plan of Development. October 29, 2014.

and approved by an authorized officer on **02/19/2015** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of _____ consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Appendix A- Lease Terms and Conditions

Appendix B- Management Agreement, Pima County and Helmet Peak Volunteer Fire Department

Appendix C- Sonoran Desert Tortoise Handling

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

SEE ATTACHED

(Signature of Lessee's Authorized Officer)

(Signature of Witness)

(Date)

THE UNITED STATES OF AMERICA

By _____
(Authorized Officer)

Field Manager, Tucson Field Office

(Title)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

PIMA COUNTY, a political subdivision of the State of Arizona

Chair, Pima County Board of Supervisors

ATTEST:

Melissa Manriquez, Clerk of the Board

RECOMMENDED FOR APPROVAL:


 7/21/2025

Carmine DeBonis, Deputy County Administrator



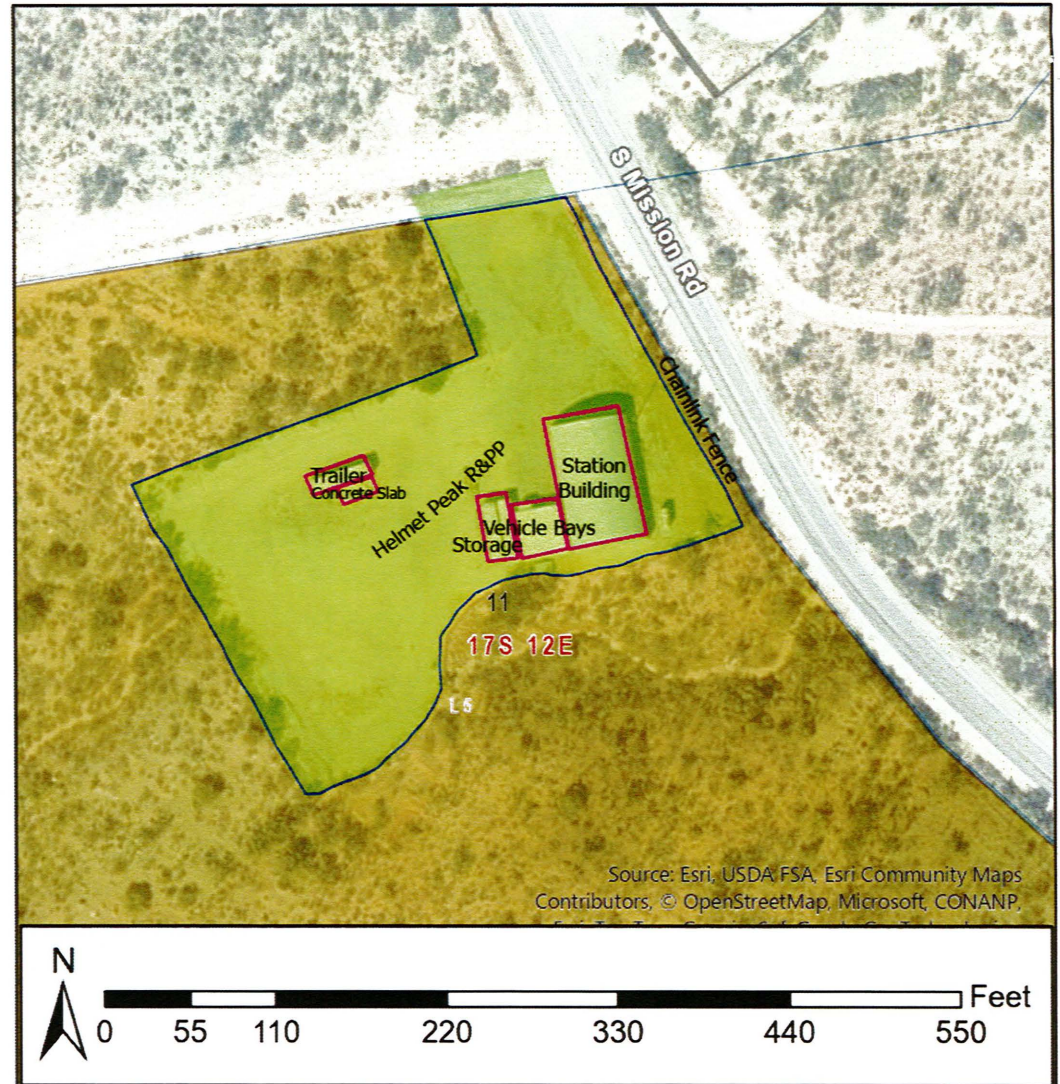
Jeffrey Teplitsky, Director, Real Property Services

APPROVED AS TO FORM:



Janis Gallego, Deputy County Attorney

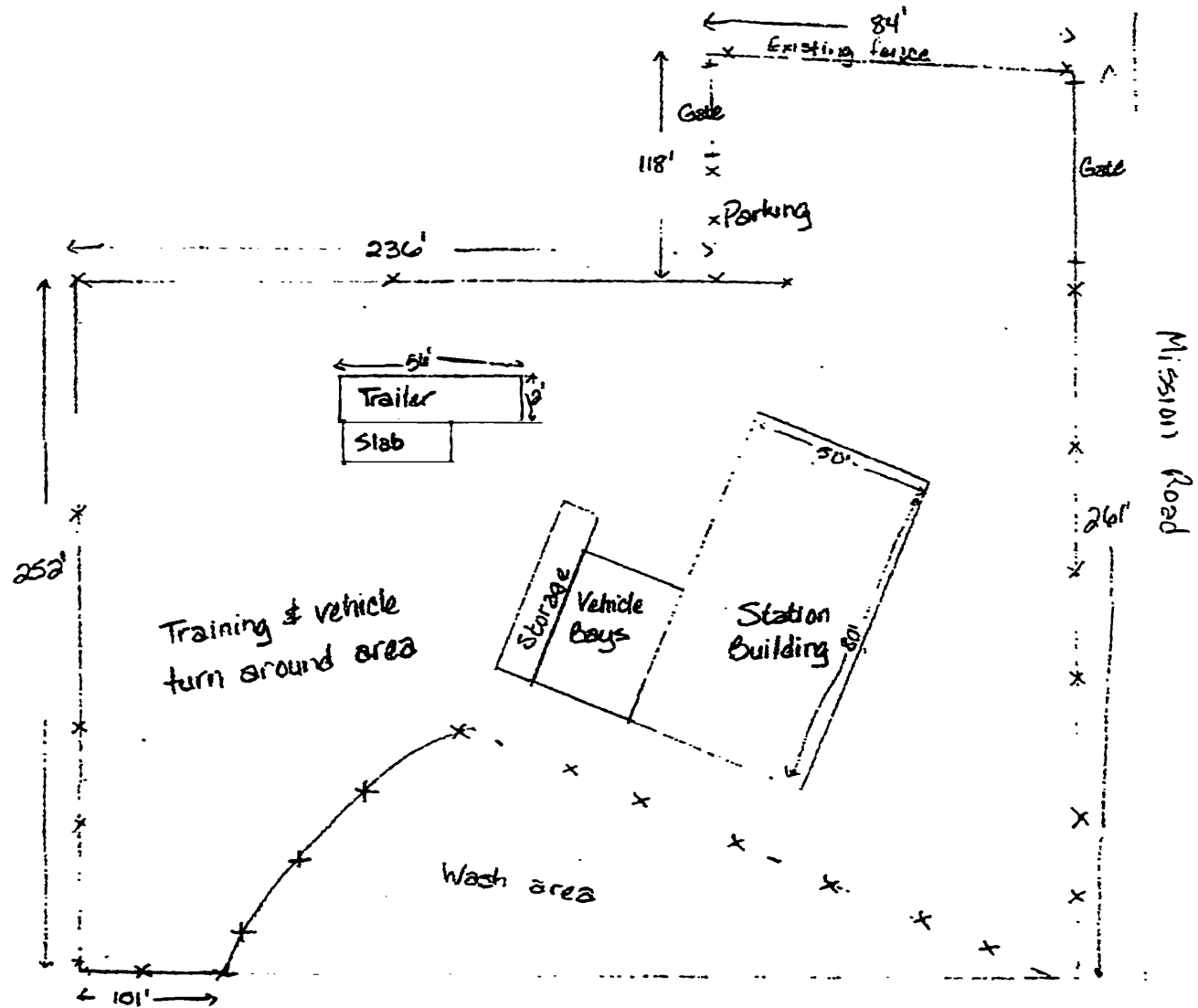
LNCP-0047



A map of the Tucson area in Arizona. The city of Tucson is centrally located. Major highways shown include Interstate 8 (I-8) running north-south, Interstate 10 (I-10) running east-west, and Interstate 19 (I-19) running north-south. Other roads shown include State Routes 79, 77, 86, 83, 90, 80, 92, 170, and 16. Surrounding cities labeled are Mesa, Chandler, Safford, and Sierra Vista. A green dot marks the location of the study area, situated south of Tucson. A scale bar at the bottom left indicates distances in kilometers (0 to 10).

Exhibit B- Pima County, Helmet Peak Fire Department
Plan of Development- October 29, 2014

x = fencing



Appendix A

Bureau of Land Management Standard Stipulations

AZA 02816601 (*legacy*)
AZAZ105967452 (*MLRS*)

Pima County Board of Supervisors Helmet Peak Volunteer Fire Department Recreation & Public Purposes Lease

1. Definitions

- 1.1. The Tucson Field Manager or its designee is the Authorized Officer (AUTHORIZED OFFICER), as defined by 43 CFR 2920.0-5(c).
- 1.2. "Grantee," or "holder," means *Pima County Board of Supervisors* and any and all assignees that may be of record, including all agents, contractors, sub-contractors, and employees.
- 1.3. "Grant," means the right-of-way, license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

2. General

- 2.1. The lessee reserves to the Secretary of the Interior, or lawful delegates, the right to grant additional rights-of-way, leases, or easements for compatible uses over, under, within or adjacent to the lands involved in this grant.
- 2.2. The lease herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.
- 2.3. All activities directly or indirectly associated with construction, operation and maintenance shall be conducted within the approved lease. This lease does not allow for any surface-disturbing activities outside the lease.
- 2.4. The holder shall comply with all State and Federal laws applicable to the authorized use and such additional state and Federal laws, along with the implementing regulations, that may be enacted and issued during the term of the lease.
- 2.5. The holder shall permit free and unrestricted public access to and upon the lease for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of way.
- 2.6. All valid rights existing on the date of the original lease will be recognized and complied with.
- 2.7. All mitigations and stipulations of the original will be adhered to.

3. Construction and Maintenance

- 3.1. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this lease in strict conformity with the plan(s) of development which was (were) approved and made part of the lease. Any relocation, additional construction, or use that is not in accord with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete lease, including all stipulations and approved plan(s) of development, shall be made available on the lease area during construction, operation, and termination. Noncompliance with the above will be grounds for an immediate

temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

- 3.2. Specific sites as identified by the authorized officer (e.g., archaeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles shall not be allowed, shall be clearly marked onsite by the holder before any construction or surface disturbing activities begin. The holder shall be responsible for assuring that construction personnel are well trained to recognize these markers and understand the equipment movement restrictions involved.
- 3.3. Any modification to the lease initiated by the holder may require the submission of an environmental assessment, cultural resource survey and biological evaluation to the Bureau of Land Management's Authorized Officer.
- 3.4. Construction-related traffic shall be restricted to routes approved by the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the authorized officer.
- 3.5. Holder shall limit excavation to the areas of construction. No borrow areas for fill material will be permitted on the site. All off-site borrow areas must be approved in writing by the authorized officer in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the authorized officer in advance of use.
- 3.6. The holder shall notify the Authorized Officer prior to commencement of emergency maintenance outside of the lease to discuss repair and construction activities.

4. Environmental

- 4.1. All waste material resulting from construction or use of the site by holder shall be removed from the site and shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
- 4.2. Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides and herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides or herbicides, the lessee shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of materials to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides or herbicides shall be approved in writing by the Authorized Officer prior to such use.
- 4.3. The holder shall be responsible for weed control on disturbed areas within the limits of the lease. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the lease stipulations).
- 4.4. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et.seq.) with regard to any toxic substances that are used, generated by or stored on the lease or on facilities authorized under this lease. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as

a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

- 4.5. The holder of Recreation and Public Purposes Lease number AZA 02816601 (legacy), AZAZ105967452 (MLRS) agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et.seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et.seq.) on the lease (unless the release or threatened release is wholly unrelated to the lease holder's activity on the lease). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third party.
- 4.6. No hazardous materials, toxic substances, or chemicals may be stored or used on the property at any time.

5. Water

- 5.1. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this lease grant.
- 5.2. If applicable, the holder shall submit, for the authorized officer's review and approval, designs and plans approved by the Arizona Department of Environmental Quality, prior to beginning construction or other surface disturbing activity.

6. Wildlife

- 6.1. Care shall be taken not to disturb or destroy tortoises or their burrows. Pursuing, shooting, hunting, trapping, killing, capturing, snaring, or netting desert tortoises is prohibited by Arizona State Law. Throughout the duration of the permit, special care should be given to watch for and avoid any desert tortoise that may be present on roads or trails. Any sightings of desert tortoise on Tucson Field Office (TFO) administered lands shall be immediately reported to the TFO Wildlife Biologist. If a desert tortoise is endangered by any activity that activity shall cease until the desert tortoise moves out of harm's way on its own accord. A qualified professional should first be contacted when a tortoise is interfering with project work.
- A tortoise **may** be moved prior to calling qualified professionals **only** if it is in imminent danger (i.e. on a road). If the tortoise must be handled and appropriate contacts cannot be reached, then refer to the guidance on the handling of desert tortoises is included in Appendix C.
 - Please ensure you have the supplies outlined in Exhibit XX to be able to appropriately handle and relocate the tortoise. After the tortoise has been removed from danger, one of the agencies listed below **must** be immediately contacted for further instruction to ensure the wellbeing of the tortoise.
 - Contacts for Tortoise Handling and Relocation
 - **Arizona Game and Fish Department:** Turtles Project Coordinator – (520) 236-7578
 - **Bureau of Land Management:** Wildlife Biologist – (520) 258-7239
 - **U.S. Fish and Wildlife Service:** Ecological Services Fish and Wildlife Biologist – (520) 848-4707
 - If the tortoise does not move on its own, the tortoise is **not** in imminent danger, and project work cannot wait or would disturb a burrow, tortoises may be moved by qualified staff from

Arizona Game and Fish Department, United States Fish and Wildlife Service, or Bureau of Land Management.

- 6.2. State protected plant species, including all cacti shall not be disturbed, damaged, or destroyed. The taking of any threatened or endangered plant or animal is prohibited.
- 6.3. Special-status species occurring or potentially occurring will be identified prior to construction and appropriate avoidance measures taken (i.e., flagging area to avoid, waiting until individual moved on its own, shifting construction seasonally, etc.). Additional mitigation measures to reduce or eliminate effects on federally listed or other special-status species will be incorporated into the project design, if necessary.

7. Monuments

- 7.1. Evidence of the Public Land Survey System (PLSS) and related Federal property boundaries will be identified and protected prior to commencement of any ground disturbing activity. This will be accomplished by contacting Bureau Land Management (BLM) Cadastral Survey to coordinate data research, evidence examination and evaluation, and locating, referencing or protecting monuments of the PLSS and related land boundary markers from destruction. In the event of obliteration or disturbance of the Federal boundary evidence the responsible party shall immediately report the incident, in writing, to the Authorizing Official. BLM Cadastral Survey will determine how the marker is to be restored. In rehabilitating or replacing the evidence the responsible party will be instructed to use the services of a Certified Federal Surveyor (CFedS), procurement shall be per qualification based selection, or reimburse the BLM for costs. All surveying activities will conform to the Manual of Surveying Instructions (Manual) and appropriate State laws and regulations. Local surveys will be reviewed by Cadastral Survey before being finalized or filed in the appropriate State or county office. The responsible party shall pay for all survey, investigation, penalties, and administrative costs.

8. Civil Rights

- 8.1. The holder of this lease grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of Interior issued pursuant thereto.

9. Miscellaneous

- 9.1 There shall be no fire burning activities conducted on the property at any time.
- 9.2 No persons are allowed to reside or stay overnight on the property except for authorized fire personnel who are working 24-hour rotational shifts or are participating in active fire operations.
- 9.3 All facilities on the property and use of the land must be consistent with state and local zoning restrictions, building codes, or applicable legislation.
- 9.4 All facilities on the property must be kept in good appearance and condition. The appearance of the facilities will be monitored by, and at all times must be acceptable to the BLM. Any facilities falling into disrepair are to be removed from the property without the consent of the BLM. No ground disturbing activities are allowed.
- 9.5 The property is not to be used for any other purpose than the designated use of a Fire Station. Storage of any materials, equipment, vehicles, or stockpiling of materials not associated with the fire station is prohibited.
- 9.6 A BLM lock will be added to the access gate. The gate is to be kept locked at all times except when needed to respond to emergency situations,
- 9.7 Ingress and egress to the property is only to serve the fire station and not the adjacent land owners.

- 9.8 No personal property of any kind (vehicles, storage lockers, etc.) are to be stored or kept on the lease property except for vehicles or personal property used by fire personnel while on 24 hour shifts.
- 9.9 No new facilities (buildings, structures, etc) will be added to the property without updating the plan of development and approval from the BLM.

Appendix B

MANAGEMENT AGREEMENT

This Agreement is made and entered into by and between Pima County, a political subdivision of the State of Arizona (hereinafter called "County"), and Helmet Peak Volunteer Fire Department, an Arizona non-profit corporation (hereinafter called "Helmet Peak").

RECITALS

- A. County leases approximately 1.8 acres of land described in Exhibit "A" (the "Property") from the United States Department of Interior, Bureau of Land Management ("BLM") under the terms of a Recreational & Purposes Lease, Serial No. AZA 02816601 (Legacy), AZAZ105967452 (MLRS), dated July 15, 2025, a copy of which is attached as Exhibit "B" (the "BLM Lease"). The BLM lease is for a 20-year term from February 19, 2025 through February 19, 2045, and use of the Property is restricted to fire department purposes.
- B. Helmet Peak has been managing the Property since May 5, 1994 pursuant to that certain Third-Party Management Agreement between Helmet Peak and the County dated April 5, 1994, (the "Original Management Agreement") and, subsequently, a Management Agreement between the same parties dated January 20, 2015 (the "2015 Management Agreement").
- C. Because the BLM Lease will have origination and termination dates which are not coterminous with the 2015 Management Agreement, it is necessary for the parties to enter into this Management Agreement (hereinafter the "2024 Management Agreement"). Helmet Peak wishes to continue management of the Property on an uninterrupted basis for fire department purposes.

ACCORDINGLY, and within the reference of the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Management of Property. Helmet Peak shall, during the term hereof, manage and utilize the Property in the course of operating its volunteer fire department to train volunteers and to provide fire protection and emergency medical services for the surrounding community, and for no other purpose.
- 2. Compliance with BLM Lease. Helmet Peak shall comply with all of the terms and conditions of the BLM Lease, or any other ongoing requirements of BLM. Any variation or deviation from the specific use expressly set forth herein shall be deemed a material default of this Agreement.
- 3. Term. This Agreement shall be effective retroactively from February 19, 2025 (the "Effective Date") and shall terminate on February 19, 2045

4. Fee. Commencing on the Effective Date of this Agreement, and continuing on each annual anniversary thereafter, Helmet Peak shall pay a fee of \$25.00 in consideration of the County grant of this Management Agreement.

5. Insurance.

- a. Helmet Peak shall, at its sole expense, obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring County and Helmet Peak against any liability arising out of the ownership, use, occupancy, or maintenance of the Property and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence.
- b. Such insurance shall further insure County and Helmet Peak against liability for property damage of at least \$500,000. The limits of said insurance shall not, however, limit the liability of Helmet Peak hereunder. In the event that the Property constitutes a part of larger property said insurance shall have a Protective Liability endorsement attached thereto. If Helmet Peak fails to procure and maintain said insurance, County may, but shall not be required to, procure and maintain the same, but at the expense of Helmet Peak.
- c. Helmet Peak shall obtain and keep in force during the term of this Agreement a policy of insurance covering loss or damage to the Property in the amount of the full replacement value thereof, providing protection against all vandalism, malicious mischief, and special extended perils (all risk).
- d. Helmet Peak shall deliver to County a certificate of liability insurance showing County named as an additional insured. Said certificate must be satisfactory to County. Helmet Peak will provide a copy of all policies of liability insurance to County upon request. No policy may be altered or terminated without thirty days' prior notice to County.

6. Repairs, Maintenance, and Utilities.

- a. Helmet Peak shall be solely responsible for payment of all utilities used or consumed on the Property pursuant to this Agreement.
- b. Helmet Peak shall be responsible, at its sole expense, for general maintenance of the Property which includes any capital improvements installed by Helmet Peak. Helmet Peak agrees to maintain the grounds and facilities of the Property in a safe and sanitary condition, and to water vegetation, trim and remove overgrowth/weeds, dispose of trash and rubbish legally, and maintain the environs in a reasonably neat,

clean and safe condition, as good as the Property was in prior to Helmet Peak's occupation, ordinary wear and tear and damage from casualties beyond Helmet Peak's control excepted.

7. Right of Entry. County has the right to enter the Property at any reasonable time for routine inspections, and at any time in the event of an emergency.
8. Capital Improvements. Any plans for construction, alterations, repairs, or other work conducted on the Property shall be submitted to and approved in writing by County and BLM prior to commencement of any such work. Approval of said plans shall not relieve Helmet Peak of the responsibility of complying with all applicable codes and construction requirements, or of obtaining necessary permits or approvals from the authorities of proper jurisdiction.
9. No Encumbrance. Helmet Peak shall keep the Property free and clear of all liens, claims and encumbrances of any type. In the event of any such lien, claim or encumbrance Helmet Peak shall promptly discharge the same.
10. Indemnification.
 - a. Helmet Peak shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines, damages, consequential damages, liability, interest, attorneys and accountant fees, cost and expenses of whatsoever kind and nature, whether arising before or after acceptance of this Agreement, and in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, violation or alleged violation of any law, whether active or passive of Helmet Peak, its agents, employees, or anyone acting under its direction, control, or on its behalf, including any guests and invitees in connection with or incidental to the performance of this Agreement. Without limiting the generality of the foregoing, the indemnification shall extend to injury or death of any person or persons or damage to any property, regardless of where located, including without limitation the property of County.
 - b. County, its officers, employees and agents shall not be liable for any damage to or loss of property of Helmet Peak, its guests or invitees, by reason of vandalism, theft or otherwise.
 - c. Helmet Peak shall indemnify and hold harmless, County, its officers, employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation and legal fees and expenses) including, but not limited to, any claim or actions brought by any person, firm, governmental body, or other entity, resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of any environmental laws or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial.

entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the Property during the term of this Agreement. Helmet Peak's obligations and liabilities under this paragraph shall continue so long as County bears any liability or responsibility under the Environmental Laws for any action that occurred on the Property during the term of this Agreement.

d. All indemnification provided herein shall survive the termination of this Agreement.

11. Unlawful Activities. Helmet Peak shall not at any time use or allow the use of the Property for any unlawful, or offensive purpose, or in any manner that is contrary to any law of the United States, the State of Arizona, any ordinance of any City having jurisdiction, or any ordinance of Pima County or the Pima County Flood Control District. Helmet Peak shall at its sole expense comply with all applicable County, City, State and Federal Laws, ordinances, rules, applicable regulations and statutes regarding the construction, use or occupancy of the Property.
12. Resource Protection. In the best interest of resource and improvement protection, Helmet Peak agrees to:
 - a. Discharge no waste or byproducts or materials onto the Property or into water channels that might result in harm to wildlife or to human water supplies.
 - b. Take all reasonable measures to protect the scenic aesthetic values of the area and prevent soil erosion or gullyng that might be caused by construction or improper utilization of resources. Helmet Peak shall be responsible for security of the Property and shall take all necessary steps and precautions to discourage vandalism or disorderly conduct, including the calling in of appropriate law enforcement officers when necessary and assisting in subsequent prosecution.
 - c. Take appropriate action to prevent fire damage to improvements and natural resources by complying with approved building and electrical wiring codes, butane installations, chimneys, spark arresters, fire extinguishers, and area closures and use restrictions imposed by State, City or County laws, ordinances or regulations.
 - d. No burning activities of any kind to be conducted on the Property.
 - e. Helmet Peak shall, at its sole expense, comply with all present and hereinafter enacted laws and regulations regulating the environment, hazardous or toxic substances or wastes, ambient air, ground water, surface water and land use, including sub-strata land in accordance with "Environmental Laws".
13. Assignment. Helmet Peak may not assign this Agreement without the prior written consent of County and BLM.

14. Default/Termination.

- a. In the event of any violation of any term, condition or covenant of this Agreement (a "Default"), County shall provide Helmet Peak with a written notice of such violation. County and Helmet Peak agree that this Agreement shall terminate in the event that Helmet Peak fails to cure the violation within thirty (30) days of receipt of written notice of violation from County, unless otherwise agreed to by both parties except that County may terminate this Agreement immediately if the Default constitutes a violation of law or a threat to public health, safety or welfare or is otherwise, in the County's determination, is not a curable condition.
- b. In the event the County permits any act or omission by Helmet Peak which might alter, change or modify any of the covenants or provisions of this Agreement, such permission, whether expressed or implied, shall not be deemed to be a waiver of any of the covenants or provisions of this Agreement, except for that instance alone, and shall not be construed to authorize Helmet Peak to make any further violation thereof unless such covenant or provision is expressly waived in writing and signed by the duly authorized representative of County.

15. Termination. County may terminate this Agreement upon sixty (60) days' written notice to Helmet Peak. Helmet Peak may terminate this Agreement upon thirty (30) days' written notice to County. Upon the termination or expiration of this Agreement, or any extension thereof, Helmet Peak shall leave the Property in a good and clean condition and shall remove any improvements installed by Helmet Peak prior to vacating the Property if requested by County or unless requested to be left in place by County. Any of Helmet Peak's personal property not removed at the termination of this Agreement shall become the property of County.

16. Reservation of County Rights. County hereby reserves the option to construct and maintain sewers and utilities through the Property and may grant utility easements through the Property.

17. Entire Agreement: Amendments to Agreement. This Agreement sets forth all the promises, agreements, conditions, inducements and understandings between County and Helmet Peak relative to the Property. There are no promises, agreements, conditions, understandings, inducements, warranties or representatives, oral or written, other than as herein set forth and this Agreement shall not be modified in any manner, except by an instrument in writing executed by both parties.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

19. Choice of Law. This Agreement shall be governed by the laws of the State of Arizona. Any action brought pursuant to this Agreement shall be brought in an Arizona court in Pima County.

20. Notices. Whenever a notice, request or demand ("notices") is required or permitted to be given, it may be given, in writing, by personal delivery to the other party or deposited with the United States Postal Service and mailed by regular mail, addressed to the parties as follows:

To County: Clerk of the Board of Supervisors
130 West Congress
Tucson, AZ 85701

With a copy to: Real Property Services
Pima County
201 N. Stone, 6th Floor
Tucson, AZ 85701

To Helmet Peak: Helmet Peak Volunteer Fire Department
P.O. Box 758
Sahuarita, AZ 85629

Either party hereto may change the address for notices at any time and from time to time by giving written notice to the other party of the new address for notices.

21. Conflict of Interest. This Agreement is subject to ARS 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interests.

22. Heat Injury and Illness Prevention and Safety Plan. Pursuant to Pima County Procurement Code 11.40.030, Helmet Peak hereby warrants that if Helmet Peak's employees perform work in an outdoor environment under this Agreement, Helmet Peak will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Helmet Peak will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Helmet Peak to prevent heat-related illnesses and injuries in the workplace. Helmet Peak will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Helmet Peak will further ensure that each subcontractor who performs any work for Helmet Peak under this Agreement complies with this provision.

In Witness Whereof, the parties hereto have executed this Agreement as of the date identified below.

HELMET PEAK VOLUNTEER FIRE
DEPARTMENT, an Arizona non-profit
corporation

By: _____

Title: _____

BUYER'S APPROVAL AND ACCEPTANCE:

PIMA COUNTY, a political subdivision of the State of Arizona

Bruce Collins, Procurement Director

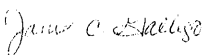
Date

RECOMMENDED FOR APPROVAL:

Jeffrey Teplitsky, Director, Real Property Services

Date

APPROVED AS TO FORM:



Janis Gallego, Deputy County Attorney

LNCP-0047

Appendix C

United States Department of the Interior
Bureau of Land Management
Tucson Field Office
3201 E. Universal Way
Tucson, AZ 85705

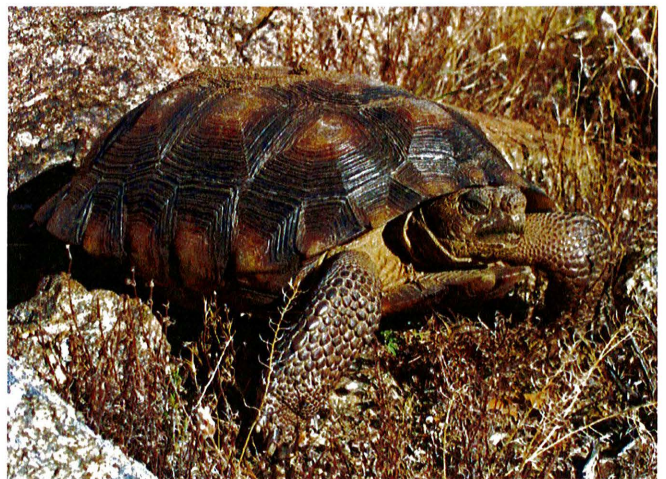


GENERAL HANDLING GUIDELINE FOR SONORAN DESERT TORTOISES¹

If a tortoise is located within an area of potential harm, it should be moved out of harm's way per Arizona Game and Fish Department May 2024 NGTR 368 Sonoran Desert Tortoise Conservation Guidelines (Page 8) to an adjacent appropriate habitat. If an occupied shelter is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest shelter of appropriate size and depth, as determined by a qualified biologist. Tortoises should be moved less than 48 hours in advance of the habitat disturbance, so they do not return to the area in the interim. A tortoise may be moved up to one kilometer, but no farther than necessary from its original location. If a release site or alternate burrow is unavailable within this distance, and ambient air temperature exceeds 40° Celsius (105° Fahrenheit), contact Arizona Game and Fish Department for guidance.

General Handling Guidelines for tortoises include:

- Separate disposable gloves should be worn for each tortoise handled to avoid potential transfer of disease between tortoises.
- Do not turn the tortoise over.
- Move the tortoise in the direction it was traveling. If it was crossing the road, move it in the direction it was crossing.
- Keep the tortoise within 12-18 inches of the ground, move slowly so as not to cause it to become alarmed.
- Release the tortoise under the shade of a bush or rock.
- Tortoises must not be moved if the ambient air temperature exceeds 40° Celsius (105° Fahrenheit) unless an alternate burrow is available, or the tortoise is in imminent danger (i.e. on a road, high traffic trail, or active construction zone).
- If the tortoise voids its bladder (urinates), follow guidelines on pg. 2 "**Minimizing risk due to fluid loss**".



¹ Rubke, C. A. (2024). Sonoran Desert Tortoise (*Gopherus morfakii*) Conservation Guidelines (pp. 7–11). [Nongame Technical Report 368]. Terrestrial Wildlife Branch, Wildlife Management Division, Arizona Game and Fish Department.

Tortoises have little effective physiological capacity to dissipate heat, so it is the handler's responsibility to guard against over-heating. Desert tortoises should not be exposed to direct sunlight. Keep tortoises in the shade of a shrub or your body. Ground temperatures are much hotter than air temperatures, so minimize tortoise/ground contact when temperatures are hot. The critical maximum body temperature of desert tortoises is between 40°C and 44° C (103° F and 112° F). Tortoises must not be moved if ambient air temperature exceeds 40° C (105° F) unless an alternate shelter is available or the tortoise is in imminent danger.

To avoid transmission of diseases between tortoises, do not allow tortoises to come into contact with clothing or skin. A fresh pair of non-porous disposable gloves must be used for each tortoise (e.g. latex, nitrile, vinyl, or similar material). Keep gloves on during the entire time you handle a tortoise. If your glove is torn during handling of a tortoise, put a new one over the torn glove. Once used, gloves and any other disposable materials must be contained so as not to come into contact with disinfected materials, fresh gloves, equipment, or any other item that might come into contact with a tortoise. All non-disposable equipment that comes into contact with any part of a tortoise, or any instrument or item that has been in contact with a tortoise, must be treated with an approved disinfectant. Currently, trifectant or chlorhexidine diacetate (or chlorhexidine gluconate) are approved for use, prepared according to manufacturers' instructions. A 30% bleach solution is acceptable, but not preferred.

Minimizing risk due to fluid loss

It is important to minimize risk to tortoises when they are handled in the course of data collection. Special precautions must be taken to prevent or minimize the fluid loss that occurs if tortoises void their bladder during handling. Do not handle the tortoise more than necessary. Always use two hands when picking up a tortoise, and do not turn it on its back or move it rapidly. Sudden movements can cause the tortoise to void (urinate), which can result in dehydration and increases risk of death. Tortoises found in shelters should only be extracted if deemed necessary ².

If the tortoise urinates, it should be rehydrated. To rehydrate a tortoise, you may either soak it in a shallow tub or offer fluids via a shallow bowl and a syringe (without needle attached). For the soak method, soak the tortoise at the release location in a tub with a clean, unused plastic disposable liner for a minimum of 10 to 20 minutes in a quiet protected area. An unused paint tray often works well for this application. Water level shall not be higher than the lower jaw of the animal; the water temperature should be tepid. Desert tortoises must be soaked individually. After each soaking, change the water and disinfect the tub to prevent the transmission of disease between individual tortoises. When offering fluids using an oral syringe, avoid touching the syringe to the tortoise. Instead, create a slow, steady flow that moves over the tortoise's nares and mouth and drips into Arizona Game and Fish Department May 2024 NGTR 368 Sonoran Desert Tortoise Conservation Guidelines Page 9 the shallow bowl below the tortoise's head (Figure 3). The dripping water will often stimulate the tortoise to take up water from the bowl. Offer fluids while positioning yourself away from the tortoise's line of sight; standing behind the tortoise and holding the syringe behind the tortoise's face is best. This may minimize the stress response from the tortoise and should avoid pushing material back into the nares. Offer at least a full [50 ml] syringe of fluids and as many as 2 more if the tortoise appears to be accepting fluids. Discard the syringe if it touches the tortoise.

² Rubke, C. A. (2024). Sonoran Desert Tortoise (*Gopherus Morfakii*) Conservation Guidelines (pp. 15-18). [Nongame Technical Report 368]. Terrestrial Wildlife Branch, Wildlife Management Division, Arizona Game and Fish Department.



Figure 1. Offering fluids to a Sonoran desert tortoise via the syringe and bowl method.

Agency Contacts for Sonoran Desert Tortoise

- Arizona Game and Fish Department: Turtles Project Coordinator – (520) 236-7578
- Bureau of Land Management: Wildlife Biologist – (520) 258-7239
- U.S. Fish and Wildlife Service: Ecological Services Fish and Wildlife Biologist – (520) 848-4707