



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Northwest Fire District

***Project Title/Description:**

County Fuel Site Access

***Purpose:**

Award of Contract: Supplier Contract No. CT2400000060. Northwest Fire District requires access to supplemental fuel supply to provide essential services and in the event of an emergency situation. Pima County has fuel stations and mobile fueling available with the capacity for providing supplemental fuel to Northwest Fire District.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To establish Intergovernmental Agreement to provide fuel to Northwest Fire District from County fueling stations located throughout Tucson and Pima County and mobile fueling truck in emergency situations.

***Public Benefit:**

Contract will benefit the public by providing the County with revenue generated on fuel consumption by Northwest Fire District will support administration and maintenance costs of fuel stations.

***Metrics Available to Measure Performance:**

Department will monitor on-time service, and billing to ensure contract compliance.

***Retroactive:**

No.

TO: COB, 11-16-2024 (1)
Vers.: 00
Pgs.: 5

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: FS Contract Number (i.e., 15-123): CT24*060

Commencement Date: 11/19/2024 Termination Date: 11/18/2028 Prior Contract Number (Synergen/CMS):

Expense Amount \$ Revenue Amount: \$ 25,000.00

*Funding Source(s) required:

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

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: Ray Ochotorena, Director

Department: Fleet Services

Telephone: 520-724-5822

Department Director Signature: Ray Ochotorena

Date: 11-6-2024

Deputy County Administrator Signature:

Date: 11-6-2024

County Administrator Signature:

Date: 11-16-2024

**Intergovernmental Agreement
between
Pima County and Northwest Fire District
for
County Fuel Site Access**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Northwest Fire District, an internationally accredited Arizona Fire District, pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. County and Northwest Fire District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952, 48-805(B)(17) and A.R.S. § 41-2631 *et seq.*
- 1.2. Northwest Fire District requires access to supplemental fuel supply to provide essential services. County has fuel stations and mobile fueling with capacity for providing supplemental fuel to Northwest Fire District.
- 1.3. County is willing to provide fuel to Northwest Fire District under the terms and conditions outlined in this Agreement.

2. Purpose.

- 2.1. County and Northwest Fire District hereby agree that County will provide fuel for Northwest Fire District vehicles under the terms and conditions in this Agreement.
- 2.2. Northwest Fire District Responsibilities. Northwest Fire District shall be liable for all damages to the County facilities caused by Northwest Fire District in the course of fueling Northwest Fire District vehicles, except for damages that result from the sole negligence of County. Furthermore, Northwest Fire District shall follow the attached fueling procedures as specified in Exhibit A, the provisions of which are part of this Agreement and incorporated by reference herein.
- 2.3. County Responsibilities. Through its Fleet Services Department, County will provide fuel to Northwest Fire District from its fueling stations located throughout Tucson and Pima County and mobile fueling truck in emergency situations. County vehicles and equipment have priority to fuel services. County fuel shall only be provided for vehicles owned or leased by Northwest Fire District.
- 2.4. The obligation of County to supply fuel hereunder to Northwest Fire District is contingent in all events of the continued fuel allocation to County in amounts sufficient to meet County's own fuel needs and then, if available after County's own requirements, to Northwest Fire District.
- 2.5. County shall not be liable to Northwest Fire District for damages to Northwest Fire District vehicles from County acquired fuel.

3. Payment

- 3.1. Pima County Fleet Services will invoice Northwest Fire District on a monthly basis for fuel gallons dispensed. Invoices will include vehicle ID, fuel type and gallons dispensed at

cost plus \$0.15 per gallon. Payment is due from Northwest Fire District upon Northwest Fire District's receipt of invoice.

- 3.2. If, after 10-day written notice to Northwest Fire District, Northwest Fire District fails to pay the full amount due, County may terminate this Agreement effective immediately.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of four (4) years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA. The provisions of this Section 5 shall not be deemed to infer any rights to any equipment, fuel, or other property of the County at any time, including, particularly, during the term of this Agreement.
6. **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.
7. **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:
 - 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 7.5. The provisions of this paragraph 7.5 are intended to apply only to the County. The insurance obligations stated in paragraphs 7.1, 7.2 and 7.3, above, may, at the discretion of the County, be met (in whole or in part) through a self-insurance program under Sections 11-261 and 11-981, Arizona Revised Statutes.1-
8. **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.
9. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Orders 2009-09 and 2023-01, which are hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, 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.

10. **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.
11. **Conflict of Interest.** This IGA 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.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Northwest Fire District Board 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 payment for services rendered prior to cancellation. The cancellation provisions of this Section 12 shall not derogate or diminish in any respect the termination, limitation or cancellations as otherwise provided in this Agreement including, without limitation, Sections 2.4 and/or 3.2.
13. **Workers' 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 Workers' 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):

Pima County
Ray Ochotorena
Fleet Services Director
1291 S. Mission Road
Tucson, AZ 85713

Northwest Fire District
Scott Hamblen
Assistant Chief, Essential Services
13535 N. Marana Main Street
Marana, AZ 85653

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **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.

- 19. **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.
- 20. **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.
- 21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Northwest Fire District

Chair, Board of Supervisors

George Carter, Board Chair

Date

Date

10/22/24

ATTEST

ATTEST

Clerk of the Board

Peg Green, Board Clerk

Approval

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

Ray Ochotorena Digitally signed by Ray Ochotorena
Date: 2024.10.11 12:42:58 -07'00'

Ray Ochotorena, Director, Pima County Fleet Services

Intergovernmental Agreement Determination

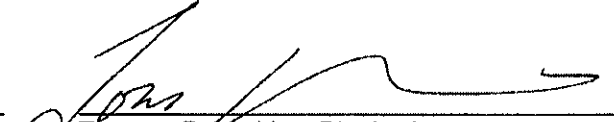
The foregoing Intergovernmental Agreement between Pima County and the Northwest Fire District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

Northwest Fire District:

James Morrow Digitally signed by James Morrow
Date: 2024.10.11 15:50:32 -07'00'

Deputy County Attorney



Thomas Benavidez, District Attorney