



Contract number: CT-OEM-15\*240  
 Effective Date : 1-6-2015  
 Term Date : 1-5-2020  
 Cost :   
 Revenue : \_\_\_\_\_  
 Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action : 10-1-2019  
 Renewal By : 1-5-2020  
 Term : \_\_\_\_\_  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 01/06/2015

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

The Drexel Heights Fire District, Golder Ranch Fire District, Green Valley Fire District, Picture Rocks Fire District, Avra Valley Fire District, Northwest Fire/Rescue District, Rincon Valley Fire District, the City of Tucson Fire Department and the Pima County Office of Emergency Management have entered into an agreement to jointly exercise their powers pursuant to A.R.S. § §11-951 through 11-954 to participate in a hazardous materials response program for the provision of fire, hazardous materials and emergency medical services through a county wide hazardous materials response program in the event of a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public.

Procure Dept 12/03/14 PM08:53

CONTRACT NUMBER (If applicable): CT-15000000000000000240

**STAFF RECOMMENDATION(S):**

It is recommended that the Board of Supervisors approve the Intergovernmental Agreement for hazardous materials response program with Drexel Heights Fire District, Golder Ranch Fire District, Green Valley Fire District, Picture Rocks Fire District, Avra Valley Fire District, Northwest Fire/Rescue District, Rincon Valley Fire District and the City of Tucson Fire Department.

CORPORATE HEADQUARTERS: Tucson, AZ

*Ver. 1  
Vendor 1  
Pgs. 14*

*To: CoB - 12-24-14  
Agenda - 1-6-15  
(1)*

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$0 and/or REVENUE TO PIMA COUNTY: \$ 0

FUNDING SOURCE(S): \_\_\_\_\_

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	x
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**IMPACT:**

**IF APPROVED:** Pima County will be able to participate in the hazardous materials response program for the provision of fire, hazardous materials and emergency medical services through a county wide hazardous materials response program in the event of a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public.

**IF DENIED:** Residents of Pima County would be at risk in the event of a major hazardous materials incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public if there is not a hazardous materials response team available.

DEPARTMENT NAME:

CONTACT PERSON: Griselda Moya-Flores TELEPHONE NO.: 724-9314



**INTERGOVERNMENTAL AGREEMENT AMONG:**

DREXEL HEIGHTS FIRE DISTRICT, GOLDER RANCH FIRE DISTRICT, GREEN VALLEY FIRE DISTRICT, NORTHWEST FIRE/RESCUE DISTRICT, PICTURE ROCKS FIRE DISTRICT, AVRA VALLEY FIRE DISTRICT, RINCON VALLEY FIRE DISTRICT, CITY OF TUCSON FIRE DEPARTMENT AND PIMA COUNTY, ON BEHALF OF THE PIMA COUNTY OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY, TO ALLOW FOR EMERGENCY RESPONSE BY A HAZARDOUS MATERIALS TEAM WITHIN PIMA COUNTY, ARIZONA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into jointly by Drexel Heights Fire District, Golder Ranch Fire District, Green Valley Fire District, Picture Rocks Fire District, Avra Valley Fire District, Northwest Fire/Rescue District, and Rincon Valley Fire District (collectively, the "District Parties"), and the City of Tucson Fire Department (the "City") and Pima County, on behalf of the Pima County Office of Emergency Management and Homeland Security (the "County"), and collectively, the "Parties."

**RECITALS**

WHEREAS, the District Parties are Arizona Fire Districts organized under and existing pursuant to Title 48 of the Arizona Revised Statutes; and

WHEREAS, each of the District Parties has determined it is in its best interest to enter into an agreement upon the terms and conditions as set forth in this Agreement; and

WHEREAS, the City and Pima County are bodies politic and corporate of the State of Arizona; and

WHEREAS, each District Party and the City has firefighters, hazardous materials technicians, emergency medical technicians and related apparatus and equipment and provides fire, hazardous materials response and emergency medical services within its boundaries; and

WHEREAS, the Parties are familiar with the personnel, equipment and service level of the others and seek to cooperate in the event of major incident, natural or human caused disaster, or other significant event which may occur within their respective jurisdictions; and

WHEREAS, it is the desire of the Parties to jointly exercise their powers pursuant to A.R.S. § §11-951 through 11-954, and to enter into an intergovernmental agreement whereby they will participate in a hazardous materials response program for the provision of fire, hazardous materials and emergency medical services through a county wide hazardous materials response program in the event of a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public, in accordance with the policies and procedures developed by the Parties.

**NOW, THEREFORE**, the Parties hereby incorporate the RECITALS into the terms and conditions of this Agreement and further agree as follows:

**I. Definitions.**

**Chief Officer:** The Fire Chief of a District Party or the City or the Pima County Director of the Office of Emergency Management and Homeland Security; may also be that person's designee

**Certificate of Necessity:** A certificate issued to a Party by the Arizona Department of Health Services, Bureau of Emergency Medical Services (A.R.S §36-2232 *et seq.* and pursuant to Department of Health Services rules), that defines the geographic boundaries of and the level of emergency medical services provided by the City or District Party.

**EMS:** Emergency Medical Services.

**Executive Committee:** The Chief Officer of each Member Party to the Agreement.

**Incident Commander:** The person to whom overall responsibility of a specific incident is referred.

**Hazardous Material:** Generally defined as a hazardous substance such as petroleum, natural gas synthetic gas, acutely toxic chemicals and other toxic chemicals; also includes extremely hazardous substances, which may cause serious health effects following short-term exposure from accidental releases; and all materials and substances regulated under the Comprehensive Emergency Response Compensation and Liability Act (CERCLA) 42 U.S.C. § 9601 *et seq.*

**Mutual Aid:** The mobilization of fire, EMS, hazardous materials response or ambulance resources to aid a Requesting Party, especially in case of fire or other emergency situations beyond the resources otherwise available to the Requesting Party.

**Requesting Party:** A Party in whose jurisdiction a fire or other emergency occurs which is of such magnitude that the Requesting Party seeks additional resources from one or more Responding Parties.

**Responding Party:** A Party furnishing resources to aid a Requesting Party.

**Resources:** The firefighters, hazardous materials technicians, emergency medical technicians, equipment and apparatus relevant to a Hazardous Material Response.

Subcommittee: An *ad hoc* group formed for the purposes of reviewing or studying a particular issue for the purposes of informing the Executive Committee. Subcommittees may include, but are not limited to: Training & Scheduling, Finance & Grants, Equipment and Standard Operating Procedures & Guidelines.

TEAM: Pima Regional Hazardous Material Response Team. Each Party is a member of the TEAM.

## II. Purpose.

A. The purpose of this Agreement is to create the Pima Regional Hazardous Material Response Team (the "TEAM") establishing a system by which the Parties are authorized to mutually aid one another by providing resources to efficiently and effectively safeguard the lives and property within Pima County.

## III. Authority and Action to Effect Mutual Aid; Personnel; Executive Committee; Subcommittees

A. In the event a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public, each Party hereby authorizes and directs its Chief Officer to request Mutual Aid from another Party or Parties if the Requesting Party's Chief Officer determines its resources are insufficient to fully address the event.

B. Each Party hereby authorizes its Chief Officer to provide Mutual Aid response to another Party or Parties as needed in response to a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public according to the provisions set forth in this Section.

C. A Party is only obligated to provide mutual aid to the extent of their available resources i.e., personnel, equipment and materials, as determined at the sole discretion of the Responding Party's Chief Officer. Upon the receipt of a request for Mutual Aid from a Party, the Chief Officer shall immediately:

1. Determine whether requested personnel, equipment or other resources are available for Mutual Aid response; and
2. Notify the Requesting Party of the available personnel, equipment or other resources, or lack of availability, and dispatch the available personnel, equipment or other resources accordingly.

D. The Parties shall develop, adopt and distribute to all Parties a set of policies, procedures and a response plan, which will guide the operation of the TEAM and responsibilities of the participants under this Agreement.

- E. In January of each year, each Party must submit to the Pima County Office of Emergency Management and Homeland Security the following items:
1. Complete roster of the names of its employees who are considered members of the TEAM, with their level of certification described and the date of the last medical examination meeting the NFPA standard for Hazardous Materials personnel at their respective level.
  2. A compilation of the relevant training records for each employee of the Party for the preceding calendar year.
  3. Copies of the required Certificates of Insurance.
- F. In February of each year, the Executive Committee shall meet to review the reports and records submitted by the Parties. The Executive Committee will also confirm the subcommittee memberships. Subcommittees may include, but are not limited to: Training & Scheduling, Finance & Grants, Equipment and Standard Operating Procedures & Guidelines.
- G. The Executive Committee and subcommittees shall meet as necessary. A record of the actions of each committee taken during meetings will be maintained and distributed to all of the Parties following the meetings.

**IV. Term.**

- A. This Agreement shall be effective on the date approved by the Pima County Board of Supervisors, and shall continue in full force and effect for a period of five calendar years from that date.
- B. Any Party may cancel its participation in this Agreement after thirty (30) days written notice to the other Parties.
- C. This Agreement may be renewed for two (2) additional five (5) year periods unless terminated pursuant to paragraph B above.
- D. This Agreement shall be approved by each Party's governing body and the Pima County Board of Supervisors. Each amendment shall also be approved with the same formality.

**V. Financing.**

Each Party shall within their lawful method of financing provide for the payment of any costs and expenses associated with their obligations under this Agreement. Each Party represents that it has within its budget sufficient funds to discharge its obligations and duties under this Agreement. If for any reason a Party does not appropriate sufficient funds to discharge its obligations and duties under this Agreement, that Party shall be

deemed to have withdrawn as of the date of its expired funding; this Agreement will continue to be binding for the remaining parties.

**VI. Compensation.**

- A. Each Party hereby waives all claims against the Parties for compensation for any Mutual Aid response provided pursuant to this Agreement.
- B. Pima County will consider the Pima Regional Hazardous Materials Response TEAM in a similar fashion as any other agency when acquiring and providing terrorism or other qualifying grant proceeds as they may become available. All Parties will participate in good faith and assist the TEAM in obtaining grant funds from sources to support the mission of the TEAM.
- C. Nothing in this Agreement shall be interpreted to require any Party to take an action inconsistent with the Party's Certificate of Necessity or any applicable regulations or statute as enforced by the Arizona Department of Health Services.
- D. Following an event, all efforts will be made to obtain cost recovery through responsible party billing as managed by the Party or the Pima County Office of Emergency Management and Homeland Security and as permitted by Arizona Revised Statutes, or application to Federal cost recovery programs pertaining to hazardous materials, or through declared disaster funding as available. If this cost recovery is not successful or available, then the Parties agree to absorb the costs and waive claims against the other parties to this Agreement.

**VII. Jurisdiction Over Personnel and Equipment.**

A Responding Party's personnel shall report for direction and assignment to the Incident Commander of the Requesting Party or to a designated staging area and await such assignment. The TEAM, when operating at a Hazardous Materials incident, shall establish its command structure to insure that the TEAM is operating within the standards for such an operation and for the safety of the TEAM's members.

**VIII. Indemnification.**

To the extent permitted by law, 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.

IX. **Insurance.** Each District Party and the City shall make available evidence of insurance as follows:

- A. Commercial general liability in the amount of \$1,000,000.00 combined, single limit Bodily Injury and Property Damage or \$1,000,000.00 Bodily Injury, \$1,000,000, \$1,000,000.00 Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR.
- B. Automobile liability coverage for owned, non-owned and hired vehicles must be provided with limits in the amount of \$1,000,000.00 combined single-limit or \$1,000,000.00 Property Damage.
- C. If this Contract involves professional services, evidence of professional liability insurance in the amount of \$1,000,000.00 must be provided.
- D. Evidence of statutory Workers' Compensation coverage must also be provided.
- E. At any time upon request, a Party shall provide any other Party with satisfactory proof of insurance.

All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal, or ten (10) days in the event of non-payment of premium. Any modifying language in the insurance certificate must be deleted.

- F. The Parties to this Intergovernmental Agreement acknowledge that a Party may be self-insured pursuant to Arizona Revised Statutes, Title 11. Such self-insurance shall satisfy the insurance requirements of this Agreement.

X. **Compliance with Laws.**

Each Party shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona Court in Pima County. To the extent of the City's or a District Party's obligations, any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

XI. **Non-Discrimination.**

The Parties shall not discriminate against any County 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 duties pursuant to this

Agreement. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference, as if set forth in full herein.

**XII. ADA.**

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**XIV. 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.

**XV. Non-Appropriation.**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to any Party other than for payment for services rendered prior to cancellation.

**XVI. Workers' Compensation.**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

**XVII. No Joint Venture.**

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any other Party's employees, or between any Party and any County employees. Neither party shall be liable for any debts, accounts, obligations nor 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.

**XVIII. No Third Party Beneficiaries.**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**XIX. Entire Agreement.**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

**XX. Amendments.**

- A. Any modification or time extension of this Agreement shall be by formal written amendment and executed by the parties hereto.
- B. Any Amendment to this Agreement seeking to add a fire district, municipal fire department or Indian tribe as a Party, must be in substantially the same form as Exhibit A and must be agreed upon and signed by the other Parties to this Agreement.

**XXI. Miscellaneous Provisions.**

- A. Each Party represents that prior to signing this Agreement all of its internal procedures, rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- B. Failure of any Party to strictly enforce any provision hereunder shall not constitute a waiver of rights to demand strict performance of that or any other provisions hereof at any time hereafter.
- C. The Parties acknowledge that some of them have utilized the same attorney for the review as to proper form and confirmation that this Agreement is within the powers and authority granted to them as required by A.R.S. §11-952(D). The Parties who utilize the same attorney acknowledge that the representation was fully disclosed that the Parties' respective interests are not adversely affected by such representation, and that following consultation each Party consents to such representation of multiple clients regarding this Agreement.

D. Any notice required to be given pursuant to the provisions of this Agreement shall be given in writing by registered or certified mail, enclosing such notices in a postage pre-paid envelope addressed to the Appropriate Party listed in Exhibit B.

/// [*Balance of page intentionally left blank*]

**IN WITNESS WHEREOF**, the Parties hereto each sign this Intergovernmental Agreement between Drexel Heights Fire District, Golder Ranch Fire District, Green Valley Fire District, Northwest Fire/Rescue District, Picture Rocks Fire District, Avra Valley Fire District, Rincon Valley Fire District, the City of Tucson Fire Department and Pima County, on behalf of the Pima County Office of Emergency Management and Homeland Security, on a separate signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Intergovernmental Agreement by formal approval of the jurisdiction's governing body.

\_\_\_\_\_  
CHAIR, PIMA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

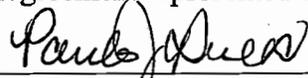
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
DIRECTOR, PIMA COUNTY OFFICE OF EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY

11/19/14  
\_\_\_\_\_  
Date

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

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

11-17-14  
\_\_\_\_\_  
Date

EXHIBIT A  
[Form of Amendment for Adding Parties]

**AMENDMENT NO. \_\_\_\_\_ TO THE:  
INTERGOVERNMENTAL AGREEMENT AMONG:**

DREXEL HEIGHTS FIRE DISTRICT, GOLDER RANCH FIRE DISTRICT, GREEN VALLEY FIRE DISTRICT, NORTHWEST FIRE/RESCUE DISTRICT, PICTURE ROCKS FIRE DISTRICT, AVRA VALLEY FIRE DISTRICT, RINCON VALLEY FIRE DISTRICT, CITY OF TUCSON FIRE DEPARTMENT AND PIMA COUNTY, ON BEHALF OF THE PIMA COUNTY OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY, TO ALLOW FOR EMERGENCY RESPONSE BY A HAZARDOUS MATERIALS TEAM WITHIN PIMA COUNTY, ARIZONA

**RECITALS**

WHEREAS, attached hereto and incorporated herein by this reference is a fully executed copy of an intergovernmental agreement for a hazardous materials response team among various public entities within Pima County, Arizona ["HAZ MAT IGA"]; and

WHEREAS, by resolution adopted by its governing body, the \_\_\_\_\_ [insert name], an Arizona \_\_\_\_\_ [insert type of public entity], has expressed its intent and commitment to become a party to the HAZ MAT IGA; and

WHEREAS, by executing this Amendment No. \_\_\_\_, all the current parties to the HAZ MAT IGA, and the \_\_\_\_\_, agree to amend the HAZ MAT IGA to include the \_\_\_\_\_ as a party to the HAZ MAT IGA; and

WHEREAS, the Parties are familiar with the personnel, equipment and service level of the others and seek to cooperate in the event of major incident, natural or human caused disaster, or other significant event which may occur within their respective jurisdictions; and

WHEREAS, it is the desire of the Parties to jointly exercise their powers pursuant to A.R.S. § §11-951 through 11-954, and to enter into the HAZ MAT IGA whereby they will participate in a hazardous materials response program for the provision of fire, hazardous materials and emergency medical services through a county wide hazardous materials response program in the event of a major incident, natural or human caused disaster or other significant event that affects the safety and welfare of the general public, in accordance with the policies and procedures developed by the Parties.

**NOW, THEREFORE,** the Parties hereby amend the HAZ MAT IGA as follows:

1. \_\_\_\_\_ is hereby made a Party to the HAZ MAT IGA.
2. The Parties agree that the HAZ MAT IGA shall expire on \_\_\_\_\_, 20\_\_\_\_, notwithstanding the language of Section IV(A) of the HAZ MAT IGA.

3. All other terms of the HAZ MAT IGA, not amended herein, shall remain in full force and effect.

*/// [Balance of page intentionally left blank – Signature pages follow.]*

**[A fully executed copy of the HAZ MAT IGA, along with all subsequent amendments, must be attached to this Amendment.]**

EXHIBIT B  
*[Party Addresses for Providing Notice]*

Director Mike Hein, Pima County Office of Emergency Management and Homeland Security  
3434 E. 22nd Street, Suite A  
Tucson, AZ 85713-2353

James Critchley, Fire Chief, City of Tucson Fire Department  
300 S. Fire Central Place  
Tucson, AZ 85701

Brian Delfs, Fire Chief, Avra Valley Fire District  
15790 W. Silverbell Road  
Marana, AZ 85653

Douglas Chappell, Fire Chief, Drexel Heights Fire District  
5030 S. Camino Verde  
Tucson, AZ 85735

Randy Karrer, Fire Chief, Golder Ranch Fire District  
3885 East Golder Ranch Drive  
Tucson, Arizona 85739

Chuck Wunder, Fire Chief, Green Valley Fire District  
1285 W. Camino Encanto  
Green Valley, AZ 85614

Michael Brandt, Fire Chief, Northwest Fire District  
5225 W. Massingale Road  
Tucson, AZ 85743

Brett Lane, Fire Chief, Picture Rocks Fire District  
12121 W. Picture Rocks Road  
Tucson, AZ 85743

Jayne Kahle, Fire Chief, Rincon Valley Fire District  
14550 E. Sands Ranch Rd.  
Vail, AZ. 85641