



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: November 16, 2021

* = Mandatory, information must be provided

or Procurement Director Award:

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

Mt. Lemmon Fire District

***Project Title/Description:**

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

***Purpose:**

Provide additional funding to Mount Lemmon Fire District to assist with its operations when property tax revenues decrease based on changes in property values, for the protection of persons and property.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

Mount Lemmon and the surrounding National Forest is a popular recreation locale enjoyed by many Pima County residents as well as visitors. The Mt. Lemmon Fire District (MLFD) is the first responder above mile post 10.5 of the Catalina Highway. Residents and visitors are the primary users of the MLFD services. In addition, there are a number of recipients of fire and emergency services. These include the Boy Scouts, Girl Scouts, The University of Arizona, Pima County Transportation, Regional Wastewater, and Sheriffs, Arizona Department of Water Resources and a number of users of communications equipment, including the Pima County Office of Emergency Management, Pinal County Flood Control, local television stations, Arizona Department of Public Safety and the Federal Communications Commission.

***Metrics Available to Measure Performance:**

MLFD will provide a written report describing the District's use of County funds twice a year.

***Retroactive:**

No

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TO: COB 11-10-21 @
vers.: 8
pgs.: 6
ADDENDUM

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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: OEM Contract Number (i.e., 15-123): 22*140
Commencement Date: 12/01/2021 Termination Date: 11/30/2026 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 150,000.00* Revenue Amount: \$ _____

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

Funding from General Fund? Yes No If Yes \$ 150,000.00 % _____
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: Paige Knott

Department: Office of Emergency Management

Telephone: 520-724-9314

Department Director Signature: _____

Date: 11/1/21

Deputy County Administrator Signature: _____

Date: 11/8/2021

County Administrator Signature: _____

Date: 11/9/2021

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

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

Recitals

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

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

Agreement

1. **Purpose.** The purpose of this IGA is to provide additional funding to District to assist it with its operations when property tax revenues decrease based on changes in property values, for the protection of persons and property.

2. County Payments.

2.1 Initial Payment. County will pay District \$30,000 for Fiscal Year 2022. The payment for Fiscal Year 2022 will be made on or before December 31, 2021.

2.2 Future Payments. The Pima County Assessor's Net Assessed Values from the conveyed tax roll for future years will be used to estimate the District's future tax year revenues. If the District's future estimated tax revenues are \$30,000 or more than for Fiscal Year 2022, then County will not pay District. If the District's future estimated tax revenues are less than for Fiscal Year 2022, then County will pay District the difference, up to \$30,000.

2.3 Use of Payments. District will use these funds to purchase necessary equipment, pay personnel costs, and for other legitimate business expenses of the District.

3. Term. The term of this IGA commences on December 1, 2021 and will continue for five (5) years, terminating on November 30, 2026. If the commencement date of the Term is before the signature date of the last party to execute this agreement, the parties will, for all purposes, deem the agreement to have been in effect as of the commencement date.

4. Annual Report and Review. This IGA will be reviewed annually. The District shall provide a written report describing the District's use of the County funds by January 31 and July 31.

5. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney 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.

6. Insurance. Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

c) If this IGA involves professional services, professional liability insurance in the amount of \$1,000,000.00.

d) If required by law, workers' compensation coverage including employees' liability coverage.

- e) The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

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

7. Laws and Regulations.

7.1 Compliance with Laws. Notwithstanding any provision in this Contract to the contrary, the Contract shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

7.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed.

7.3 Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. Non-Discrimination. The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is incorporated into this IGA by reference.

9. Americans with Disabilities Act. The parties will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations under Title II 28 CFR Part 35.

10. Severability. Each section of this IGA stands alone, and any provision of this IGA found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.

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 does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such termination, the parties will have no further obligations under this IGA other than for payments due prior to the effective date of termination.

13. **Books and Records.** District will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, District will retain all records relating to this IGA for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
14. **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.
15. **Public Records.**
 - 15.1 **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 15.2 **Records Marked Confidential; Notice and Protective Order.** If the District reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, District must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify District of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless District has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **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.
18. **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.

19. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if District engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
20. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:
Director
Pima County Office of Emergency Management
3434 E. 22nd Street
Tucson, Arizona 85713

District:
Fire Chief
Mount Lemmon Fire District
13170 N. Oracle Control Road
P.O. Box 759
Mt. Lemmon, Arizona 85619

With copies to:

County Administrator
115 N. Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

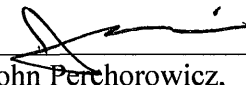
Clerk of the Board
130 West Congress, 1st Floor
Tucson, Arizona 85701

21. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this IGA supersedes all prior or contemporaneous agreements and understandings, oral or written. This IGA may not be modified, amended, altered or extended except through a written amendment signed by both the parties.

PIMA COUNTY

MOUNT LEMMON FIRE DISTRICT

Sharon Bronson
Chair, Board of Supervisors


John Perchorowicz,
Chair, District Board

Date

Date

10/28/21

ATTEST

Clerk of the Board

Date

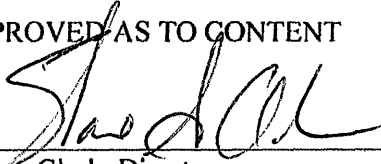
ATTEST



Todd Canale
Clerk of the Board

10-28-21
Date

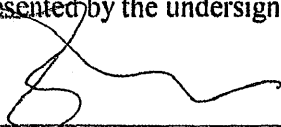
APPROVED AS TO CONTENT



Share Clark, Director
Pima County Office of Emergency Management

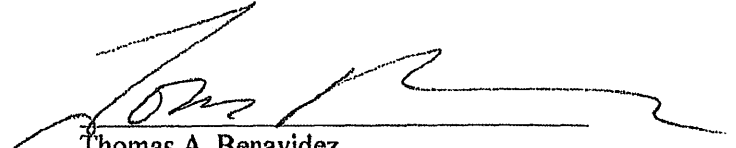
10/29/21
Date

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.



Jonathan L. Pinkney
Pima County Deputy County Attorney

10/29/21
Date



Thomas A. Benavidez
Mount Lemmon Fire District Attorney

10-28-21
Date