



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/06/2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Southern Arizona Rescue Association (SARA)

***Project Title/Description:**

Provision of Equipment, Supplies and Specialized Volunteers for Search and Rescue Operations

***Purpose:**

State Statute authorizes the Board of Supervisors to contract for the acquisition, rental or hire of equipment, services, services supervision, supplies, and other resources for use in search or rescue operations involving the life or health of any person. In order to conduct effective operations during manpower-intensive incidents, the Pima County Sheriff's Department (PCSD) utilizes the services of volunteer organizations within the community. SARA has specific equipment and supplies that are utilized regularly to assist with such search and rescue operations initiated by or through the PCSD.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C, and

A.R.S. §11-441C requires the Pima County Sheriff's Department (PCSD) to provide search and rescue services to the people of Pima County, and A.R.S. § 11-251.02 authorizes the Board of Supervisors to contract for the acquisition, rental or hire of equipment, services, services supervision, supplies, and other resources for the use in search or rescue operations involving the life or health of any person.

***Program Goals/Predicted Outcomes:**

SARA will provide equipment, supplies, and specially trained volunteers for use in search and rescue operations that occur throughout the County in response to calls the Pima County Sheriffs Department receives and must maintain records regarding the search and rescue activities performed under this Contract.

***Public Benefit:**

SARA is a non-profit, all-volunteer Search and Rescue organization serving Southern Arizona and Pima County since 1958. Their most recent Call Out Response Report reflects sixty-two (62) calls for assistance, mostly occurring in the Santa Catalina Mountains in Coronado National Forest. SARA continues to be instrumental in volunteer coordination and response during search and rescue operations in Pima County and it is beneficial to continue our collaboration for service to the public.

***Metrics Available to Measure Performance:**

Contractor must submit Call Out Response Reports for all rescue activities conducted.

***Retroactive:**

Lengthy negotiations, budgetary approval and reporting requirements created the contract being completed timely. This contract is a new contract bridging the previous contract. SARA has continued to provide equipment and supplies for use in search and rescue operations that occur throughout Pima County in response to calls to the PCSD. SARA has responded to calls from PCSD during the lapsed time of the contract and we are requesting the contract go retroactive to July 1, 2018.

To: CoB -
Ver. - 1
ggs-16 (1)

Contract / Award InformationDocument Type: CT Department Code: OEM Contract Number (i.e., 15-123): 19*227Effective Date: 07/01/2018 Termination Date: 06/30/2019 Prior Contract Number (Synergen/CMS): 16*258☒ Expense Amount: \$* 79,682.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 79,682.00 % 100Contract 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 22-73.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ 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): _____

Effective 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 KnottDepartment: Office Of Emergency Management Telephone: 724-9313Department Director Signature/Date: [Signature] 10-17-18Deputy County Administrator Signature/Date: [Signature] 10-17-18County Administrator Signature/Date: [Signature] 10/10/18
(Required for Board Agenda/Addendum Items)



EMERGENCY MANAGEMENT

MEMORANDUM

To: C.H. Huckelberry
County Administrator

Date: May 21, 2018

From: Jeff Guthrie
Director

Via: John Voonhes
Assistant County Administrator

Re: Professional Services Contracting, Direct Selection

Since 2016 Pima County Office of Emergency Management has been the county oversight agency for Sothern Arizona Rescue Association (SARA) for the provision of equipment and supplies for use in search and rescue operations throughout Pima County. The current agreement will terminate on July 1, 2018.

As you are aware, SARA is a non-profit, all volunteer search and rescue organization serving Southern Arizona and Pima County since 1958. According to their most recent six (6) month call response report, SARA responded to sixty-two (62) calls for assistance, the majority of which occurred in the Santa Catalina District of the Coronado National Forest. SARA continues to be instrumental in volunteer coordination and response during search and rescue operations in Pima County and are beneficial to the safety and well-being of our community. That being said, we would like to continue our partnership with SARA.

Additionally, we received a recent request for increased funding from SARA, which was approved with the stipulation of conducting increased oversight particular to the collection of detailed and pertinent data of rescues. This information will be utilized to educate the public on potential danger or hazards when recreating in our natural settings as well as creating a reference point for recovery of costs connected with rescues that occur outside of County Natural Resource Parks.

Arizona State statute authorizes the Board of Supervisors to contract for the acquisition, rental or hire of equipment, services, services supervision, supplies and other resources for use in such search or rescue operations involving the life or health of any person. In order for us to continue to utilize SARA's expertise, equipment and supplies during search and rescue incidents, I am requesting your approval to contract with SARA pursuant to Pima County Board of Supervisors Policy D29.6, Selection and Contracting of Professional Services, Direct Selection.

The five (5) year contract will commence on July 1, 2018 with a total ceiling of \$398,410. The first of ten (10) payments will be in the amount of \$39,841. The funding source for this contract will be the Office of Emergency Management's General Fund.

☒ Approved ☐ Not Approved

C. Huckelberry 5/28/18
County Administrator Date

JG/psk

**Pima County Department Of Emergency
Management**

**Project: Provision of Equipment, Supplies and
Training for Search and Rescue Operations**

**Contractor: Southern Arizona Rescue Association
5990 N. Sabino Canyon Rd., Tucson, Arizona
85750**

Amount: \$79,682

Funding: General Fund

CONTRACT

NO. CT- OEM-19-227

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(STAMP HERE)

PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Southern Arizona Rescue Association ("Contractor").
- 1.2. A.R.S. § 11-441C requires the Pima County Sheriff's Department (PCSD) to provide search and rescue services to the people of Pima County.
- 1.3. A.R.S. § 11-251.02 authorizes the Board of Supervisors to contract for the acquisition, rental or hire of equipment, services, services supervision, supplies and other resources for the use in search or rescue operations involving the life or health of any person.
- 1.4. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, Selection and Contracting of Professional Services, Direct Selection.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on July 1, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the products and/or services ("Goods and Services") described in **Exhibit A** (1 page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

4. **Compensation and Payment.**

- 4.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B**. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 4.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$79,682 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 4.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 4.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 4.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices as set forth in **Exhibit B**.
- 4.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

5. **Workers' Compensation Coverage for Volunteers.**

- 5.1. County will provide Workers' Compensation coverage for operations initiated by or through the Pima County Sheriff's Department in order to provide the Contractor's volunteer members with Workers' Compensation Coverage during those operations.
- 5.2. The Contractor's volunteer members are expected to follow the County's Administrative Procedure 30-24, including reporting any injuries in writing to their supervisor.

5.3. The County's report forms: Employee Incident Summary and Supervisor Incident Analysis and Prevention Report are to be completed and submitted to Pima County within 24 hours of an accident or incident. The forms can be requested from Pima County Risk Management and are also available on the County's web site under Risk Management Forms.

6. **Insurance Coverages and Limits:** Contractor will procure and maintain at its own expense, insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. **Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

6.1.1 Commercial General Liability (CGL) – Occurrence Form with limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, and products-completed operations.

6.1.2 Business Automobile Liability – Coverage for bodily injury and property damage on any Contractor's owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3 Medical Professional Health Care Liability (E & O) Insurance – The policy limits shall be not less than \$1,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing professional medical services under this contract. This coverage can be a separate policy or coverage provided under the Commercial General Liability Policy. The medical Professional Health Care coverage must be noted in the Certificate of Insurance.

6.1.4 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.

6.2 **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.2.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

- 6.2.2 Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3 Subrogation Endorsement: The General Liability, Business Automobile Liability, and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 6.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 6.2.7 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3 Notice of Cancellation:
For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such insurance notice shall be mailed, emailed, or hand-delivered to the Pima County Contracting Representative. Notice shall include the Pima County contract number and general service description.
- 6.4 Verification of Coverage:
6.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 6.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - 6.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
 - 6.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.5 Approval and Modifications:
- Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification.

- 7.1 Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- 7.2 Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. 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.
9. **Independent Contractor**. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors**. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment**. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination**. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.
13. **Americans with Disabilities Act**. Contractor 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.
14. **Authority to Contract**. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance**. The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for 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 into this Contract by reference.

17. **Termination by County.**

17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Jeff Guthrie, Director
Pima County Office of Emergency
Management
3434 E. 22nd St.
Tucson, Arizona 85713
Phone: (520) 724-9300
Fax: (520) 724-9310
Email: Jeff.Guthrie@pima.gov

Contractor:

Southern Arizona Rescue Association,
Inc.
c/o Law Offices of Henry Jacobs, PLLC
271 N. Stone Ave.
Tucson, Arizona 85701
Phone: (520) 792-0091
Fax: (520) 792-0471
Email: HJACOBS@JACOBSLAW.COM

General Correspondence and Payments:
Southern Arizona Rescue Association,
Inc.
P.O. Box 12892
Tucson, Arizona 85732-2892
sarapresident@sarci.org

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Auditing of Contractor Records.** Upon a minimum of ten (10) working days written notice and no more than twice per fiscal year, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to any and all detailed and pertinent information relating to the collection of data of search and rescue operations.
23. **Books and Records.** Contractor 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, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
24. **Public Records.**
- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 all documents submitted by Contractor related to this contract are public records. As such, those documents are subject to release and review by the general public upon request.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor 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.
25. **Legal Arizona Workers Act Compliance.**
- 25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform

the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Grant Compliance.** Not Applicable
27. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

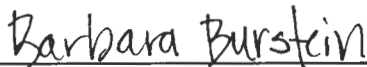
Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney



Barbara Burstein

10-17-2018
Date

CONTRACTOR



Authorized Officer Signature

Anjani T. Polit, President
Printed Name and Title

10/17/18
Date

APPROVED AS TO CONTENT



Jeff Guthrie, Director

10-17-18
Date

Exhibit A

Scope of Services

1. Contractor will provide the necessary personnel, equipment, and supplies to assist the County in search and rescue operations occurring throughout Pima County in response to calls received by the Pima County Sheriff's Department (PCSD) involving the life or health of any person.
2. Contractor will maintain records regarding trainings, community outreach activities, and rescue missions performed under this Contract. Contractor will provide a Call Out Response Report summarizing activities to County as described in Exhibit B- Compensation and Payment. A sample of the report is included as Attachment 1.
3. Contractor is responsible to ensure equipment is of a sufficient standard required by the PCSD and personnel are sufficiently trained and certifications are up to date.

Exhibit B

Compensation and Payment

1. In consideration for Services specified in the Contract, County agrees to pay Contractor in an amount not to exceed \$79,682. Contractor will submit an invoice to the County not to exceed \$39,841 twice a year. Contractor will provide detailed documentation in support of payment requests twice a year with the invoice.
2. Contractor will submit, as detailed documentation with invoice, a Call Out Response Report, summarizing and detailing training, community outreach activities, and rescue missions conducted by Contractor for a six (6) month period; July 1 – December 31 and January 1 – June 30. A sample of this report is included as Attachment 1. Once the County receives the invoice and Call Out Response Report, payments will be issued within thirty (30) days.

Attachment 1

Southern Arizona Rescue Association
Call Out Response Report

Summary

Southern Arizona Rescue Association		Training Activity Report	
January 1, 2018 thru June 20, 2018			
		Responses	Hours
Volunteer Mission Responses		565	
Volunteer Mission Hours			1840
Volunteer Training Responses		696	
Volunteer Training Hours			3043
Volunteer PR & PSAR Responses		68	
Volunteer PR & PSAR Hours			221
Volunteer Meetings, Special Events Support & Activities		616	
Volunteer Meetings, Special Events Support & Activities			3026
Total Volunteer Responses		1945	
Total Volunteer Hours			8130

Attachment 1

Southern Arizona Rescue Association Call Out Response Report

Trainings

Southern Arizona Rescue Association			Training Activity Report		January 1, 2018 thru June 13, 2018			
Date & Time	Volunteers	Mission Hours	Subject	Location	Air Resources	Other Agencies	Coordinates	Coord. Description
20180610-0730	6	19	Divers Training	SARA House			32 19.11 -110 49.30	SARA
20180605-1740	9	33	DSRT Tower Session	PRTC, 10001 S Rita Road			32 04.25 -110 48.36	Site
20180602-0745	17	100	Technical systems training	Lizard Rock, FR4403, Catalinas			32 23.06 -110 41.77	Site
20180601-1805	4	4	Tech Taskbook	SARA House			32 19.11 -110 49.30	SARA
20180520-0745	10	30	Sheriff 1 Connect/Disconnect Training	Pima County Fairgrounds	Sheriff 1		32 02.57 -110 47.22	Site
20180510-1830	7	13	CME - Heat illness	SARA House			32 19.11 -110 49.30	SARA
20180509-1730	19	38	Sheriff1 Awareness	SARA House	Sheriff1		32 19.11 -110 49.30	SARA
20180505-0900	8	39	WFR-PRO 2018	Meadow Trail, Catalinas			32 26.32 -110 47.52	Area
20180505-0720	11	51	Summer Skills	Prison Camp, Catalinas			32 20.22 -110 43.18	Site
20180504-1800	6	7	Tech Task Book	SARA House			32 19.11 -110 49.30	SARA
20180503-1815	10	49	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180502-0800	2	16	Joint SAR training with PCSD and NPS	NPS Fire Training Facility, E Broadway		NPS	32 13.39 -110 43.35	Site
20180501-1825	6	20	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180429-0800	8	63	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180427-1810	9	43	EMR Practical	SARA House			32 19.11 -110 49.30	SARA
20180426-1840	8	25	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180424-1825	9	37	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180422-0800	16	128	Swiftwater Exercise	Gila River, Winkleman		RMFD	33 01.27 -110 44.31	Site
20180421-0755	17	153	Swiftwater Classroom	Oro Valley Aquatics Center		RMFD	32 22.47 -110 58.17	Site
20180417-1825	9	36	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180412-1825	14	44	WFR CME	SARA House			32 19.11 -110 49.30	SARA
20180411-1755	6	23	WFR practice	SARA House			32 19.11 -110 49.30	SARA
20180410-1830	7	27	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180407-0745	4	21	WFR practice	SARA House			32 19.11 -110 49.30	SARA
20180407-0730	15	82	Tech High Line	Forest Road 4403, Catalinas			32 23.04 -110 41.74	Site
20180405-1830	8	29	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180403-1820	11	40	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180403-1630	4	12	CPR Refresher	SARA House			32 19.11 -110 49.30	SARA
20180329-1830	8	32	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180327-1815	10	39	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180325-0630	10	95	Large animal rescue (Technician)	SARA House			32 19.11 -110 49.30	SARA
20180324-0640	11	116	Large animal rescue (Technician)	SARA House			32 19.11 -110 49.30	SARA
20180323-0645	13	109	Large animal rescue (Awareness)	SARA House			32 19.11 -110 49.30	SARA
20180322-1800	11	26	BLS CPR AHA	SARA House			32 19.11 -110 49.30	SARA
20180322-1745	7	29	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180320-1810	9	34	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180317-0850	23	111	DPS Ingress/Egress Training	Old Sonoita Hwy Missile Site	DPS Ranger 54		31 57.43 -110 39.72	Site
20180315-1810	9	33	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180313-1810	12	44	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180308-1745	16	63	WFR-PRO 2018 and Cardiac CME	SARA House			32 19.11 -110 49.30	SARA
20180306-1820	11	44	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180303-0725	17	112	Personal Rope Skills	Windy Point, Catalinas			32 22.09 -110 43.00	Site
20180302-1805	7	14	Technical skills	SARA House			32 19.11 -110 49.30	SARA
20180302-1800	16	43	Truck Orientation	SARA House			32 19.11 -110 49.30	SARA
20180301-1805	9	38	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180227-1815	11	42	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA
20180224-0845	9	36	DSRT Recertification	Old Sonoita Hwy Missile Site	DPS Ranger 54		31 57.43 -110 39.72	Site
20180219-1810	6	17	HAM Radio Workshop	SARA House			32 19.11 -110 49.30	SARA
20180214-1800	5	11	Technician training	SARA House			32 19.11 -110 49.30	SARA
20180210-1000	13	37	CME	SARA House			32 19.11 -110 49.30	SARA
20180210-0800	7	14	Blue Card	SARA House			32 19.11 -110 49.30	SARA
20180206-1750	9	18	DSRT Tower Session	PRTC, 10001 S Rita Road			32 04.25 -110 48.36	Site
20180203-0720	26	151	TV Canyon Orientation	TV Canyon, Rincons		RMFD NPS	32 15.37 -110 39.53	Trailhead
20180202-1805	6	11	Tech signoffs	SARA House			32 19.11 -110 49.30	SARA
20180131-1545	12	42	Technical Training	SARA House			32 19.11 -110 49.30	SARA
20180129-1800	9	16	Ham Class 4 - Exam	SARA House			32 19.11 -110 49.30	SARA
20180122-1800	10	37	Ham Class 3	SARA House			32 19.11 -110 49.30	SARA
20180120-0720	15	73	TRG Training	3 Bridges, Cienega Wash			32 01.17 -110 38.77	Site
20180115-1815	9	18	Med Comm	SARA House			32 19.11 -110 49.30	SARA
20180115-1800	9	36	HAM Class 2	SARA House			32 19.11 -110 49.30	SARA
20180114-0830	6	18	Divers Training	SARA House			32 19.11 -110 49.30	SARA
20180114-0800	5	24	SAMSA GPS	Empire Ranch			31 47.12 -110 38.53	Area
20180111-1800	20	55	CME Head Trauma	SARA House			32 19.11 -110 49.30	SARA
20180108-1810	10	37	HAM Class 1	SARA House			32 19.11 -110 49.30	SARA
20180106-0730	27	161	Alternate Tech Systems	Prison Camp, Catalinas			32 20.11 -110 43.33	Scene
20180103-1800	4	4	SRDI Meeting	SARA House			32 19.11 -110 49.29	SARA
20180101-1815	9	21	WFR-PRO 2018	SARA House			32 19.11 -110 49.30	SARA

Training Responses	696
Training Hours	3043

Attachment 1

Southern Arizona Rescue Association Call Out Response Report

Community Outreach

Southern Arizona Rescue Association		Public Relations Activity Report		January 1, 2018 thru June 13, 2018				
Date & Time	Volunteers	Mission Hours	Subject	Location	Air Resources	Other Agencies	Coordinates	Coord. Description
20180612-0830	2	4	Hike Safety	ASDB Tucson			32 14.22 -110 59.43	Site
20180611-0915	4	19	Monsoon Safety Fair	Park Mall			32 13.16 -110 51.93	Area
20180610-0830	7	28	PSAR – Bear Canyon Trailhead	Sabino Canyon Parking Lot, Catalinas			32 18.56 -110 49.32	Site
20180609-1015	1	2	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180603-0830	4	16	PSAR	7 Falls Trailhead, Catalinas			32 18.77 -110 47.88	Site
20180603-0815	1	2	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180528-0945	9	39	PSAR	7 Falls Trailhead, Catalinas			32 18.77 -110 47.88	Site
20180526-0730	2	13	Mt Lemmon Firewise Block Party	Summerhaven Community Center, Catalinas			32 26.70 -110 45.64	Site
20180506-1110	2	3	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180506-1100	5	8	PSAR	7 Falls Trailhead, Catalinas			32 18.77 -110 47.88	Trailhead
20180428-1100	1	3	Zipline	Children's Museum, Oro Valley			32 24.36 -110 56.94	Site
20180419-1900	3	3	SRDI - Cub Scouts	Fruchthendler Elementary			32 16.10 -110 49.98	Site
20180419-0645	2	4	Oro Valley Rotary Club	Oro Valley Hospital			32 25.76 -110 56.93	Site
20180418-1800	3	3	SRDI – CDO Kennel Club	7250 N Oracle Road			32 20.30 -110 58.60	Site
20180414-1005	2	2	SRDI – Humane Society Children's Program	635 W Roger Rd			32 16.70 -110 58.91	Site
20180414-1000	2	4	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180406-0930	4	20	Drug Free Days Zipline	CdO Riverfront Park, Oro Valley			32 23.85 -110 58.50	Site
20180324-1000	4	8	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180324-0930	2	6	PSAR	Old Bear Canyon Trailhead, Catalinas			32 18.77 -110 47.88	Site
20180322-1000	1	3	PSAR	Old Bear Canyon Trailhead, Catalinas			32 18.77 -110 47.88	Site
20180317-0730	2	15	TMC Outreach	Tucson Medical Center			32 15.30 -110 53.00	Site
20180310-1000	1	2	PSAR Trailhead Safety Tips	Catalina State Park, Catalinas			32 25.54 -110 54.47	Site
20180210-0630	3	12	PR Event	Brandi Fenton Park			32 16.35 -110 55.03	Area
20180123-1840	1	2	Boy Scout Troop 270	Pusch Ridge Christian Academy			32 22.63 -110 57.74	Site
P.R. Responses		68						
Training Hours		221						

Attachment 1

Southern Arizona Rescue Association Call Out Response Report

Missions

Southern Arizona Rescue Association			Mission Activity Report		January 1, 2018 thru June 13, 2018			
Date & Time	Volunteers	Mission Hours	Problem	Location	Air Resources	Other Agencies	Coordinates	Coord. Description
20180610-1727	17	67	Four hikers exhausted	Sabino Basin, Catalina's	Sheriff1		32 21.93 -110 46.41	Area
20180608-1849	14	17	17ym hiker exhausted	Sabino Canyon Trail, Catalina's			32 20.62 -110 46.83	Trailhead
20180606-1101	10	21	??yf hiker ankle injury	Historic Trail, Catalina's		RMFD	32 20.29 -110 47.06	Scene
20180603-1917	13	55	21yf hiker lost	Green Mtn Trail, Catalina's			32 23.83 -110 40.62	Scene
20180602-1105	13	46	??yf hiker ankle injury	7 Falls, Bear Canyon, Catalina's	Sheriff1	RMFD	32 19.63 -110 46.17	Scene
20180529-1134	7	8	??ym and Mule down	Saguaro East, Rincon's		NPS	32 10.63 -110 44.28	Area
20180526-1518	16	34	19yf hiker exhausted	x7, Bear Canyon Trail, Catalina's			32 19.42 -110 46.20	Scene
20180506-1429	13	43	Trail runners exhausted	Mt Lemmon Trail, Catalina's		MLFD	32 26.43 -110 47.14	Trailhead
20180506-1357	19	25	??ym hiker exhausted	X2, Bear Canyon Trail, Catalina's		RMFD	32 18.92 -110 47.47	Scene
20180506-1250	3	4	68yf hiker exhausted	7 Falls Trailhead, Catalina's			32 18.76 -110 47.87	Trailhead
20180506-1159	24	50	68yf hiker exhausted	Phoneline Trail, Catalina's		RMFD	32 18.69 -110 48.61	Scene
20180506-1141	12	12	28yf hiker exhausted	SARA Trail, TV Canyon, Rincon's		RMFD	32 15.24 -110 39.91	Trailhead
20180417-0008	11	31	75ym hiker exhausted	Finger Rock Trail, Catalina's		RMFD	32 20.98 -110 54.11	Cell
20180414-0554	33	116	33ym missing	El Camino del Cerro Trailhead, Tucson Mtns		NPS	32 17.25 -111 07.63	Scene
20180412-0947	14	49	55yf hiker ankle injury	Phoneline Trail, Catalina's			32 20.53 -110 46.78	Scene
20180405-1555	6	14	77yf hiker exhausted	Phoneline Trail, Catalina's		RMFD	32 19.32 -110 48.30	Scene
20180331-1736	14	57	34yf hiker ankle injury	Bear Canyon Trail, Catalina's		RMFD	32 19.26 -110 46.80	Scene
20180330-1606	13	73	23ym hiker impaled branch	Butterfly Trail, Catalina's	Ranger1		32 25.64 -110 43.25	Scene
20180328-1929	8	23	Hikers stranded	Thimble Peak, Catalina's	Ranger54		32 20.30 -110 46.40	Area
20180328-1741	11	58	22ym hiker stranded by rock	Montrose Canyon, Catalina's	Survey2		32 25.08 -110 53.04	Scene
20180328-1113	3	3	74ym arm injury	Sabino Canyon, Catalina's		RMFD	32 18.90 -110 48.70	Area
20180328-1052	8	34	32ym hiker arm injuries	Romero Canyon, Catalina's	Ranger54	GRFD	32 24.84 -110 52.61	Scene
20180324-1523	14	41	16yf hiker ankle injury	Bear Canyon Trail, Catalina's		RMFD	32 19.26 -110 46.83	Scene
20180321-0943	6	22	??y? hiker cardiac problem	Romero Pools, Catalina's	Ranger54	GRFD	32 24.97 -110 52.55	Scene
20180320-0955	10	33	??y? hiker ankle injury	Finger Rock Trail, Catalina's		RMFD	32 20.85 -110 54.25	Scene
20180319-1750	18	68	??ym ankle injury	Molino Canyon, Catalina's	Sheriff1	RMFD	32 19.57 -110 41.85	Scene
20180319-1220	14	52	??yf hiker arm injury	Phoneline Trail, Catalina's		RMFD	32 19.58 -110 47.83	Scene
20180318-2249	9	53	55yf hiker injured	Pima Canyon, Catalina's			32 21.96 -110 54.96	Scene
20180312-1310	10	18	??yf hiker exhausted	Lower Javelina Trail, Tortolitas		NWFD	32 28.99 -111 04.52	Scene
20180311-1521	19	45	66ym hiker exhausted	Douglas Spring Trail, Rincon's		R72 NPS	32 13.63 -110 40.14	Cell
20180215-1537	11	27	65ym runner stranded by floodwater	x7, Sabino Canyon, Catalina's		RMFD	32 19.81 -110 47.66	Area
20180211-1448	11	12	??yf hiker exhausted	Sabino Lake Trail, Catalina's		RMFD	32 18.74 -110 48.71	Area
20180203-1446	20	77	36yf hiker leg injury	Blackett's Ridge Trail, Catalina's		RMFD	32 19.09 -110 48.29	Scene
20180130-1115	7	19	??y? Mtn bike down	50 Year Trail area, Catalina's		GRFD	32 27.21 -110 53.84	Scene
20180128-1308	17	66	34ym hiker ankle injury	TV Main Falls, Rincon's	TucsonRanger	RMFD	32 15.24 -110 39.42	Scene
20180127-1312	14	54	63yf hiker ankle injury	Pima Canyon, Catalina's		RMFD	32 21.60 -110 55.81	Scene
20180121-1456	21	86	32yf climber fall injury	Milagrosa Canyon, Catalina's	TucsonRanger	RMFD	32 18.01 -110 42.56	Scene
20180119-0740	9	26	65yf hiker ill C900	Sutherland Trail, Catalina's	Ranger58	GRFD CSP	32 26.00 -110 53.78	Scene
20180114-1311	18	54	32yf climber fall	Rupley Tower, Windy Point, Catalina's	Ranger 1	MLFD RMFD	32 22.05 -110 42.74	Scene
20180113-1600	21	71	30yf fall injury	TV Canyon	Ranger 1	RMFD	32 15.23 -110 39.46	Scene
20180108-1336	10	10	58yf fainting	Canyon Loop, Catalina St Pk, Catalina's		GRFD	32 25.77 -110 53.60	Cell
20180106-1926	19	149	2 Hikers lost	West Fork Sabino, Catalina's	Survey1 TucRanger		32 22.62 -110 48.38	Scene
20180105-1426	3	4	80ym hiker exhausted	Bear Canyon Road, Catalina's		RMFD	32 18.59 -110 48.53	Area
20180102-0830	2	13	??yf rider injured, horse down	Loma Verde Trail, Rincon's			32 13.83 -110 42.25	Scene

Mission Responses	565
Mission Hours	1840