



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/07/2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Northwest Fire District (NWFD)

**\*Project Title/Description:**

Intergovernmental Agreement (IGA) for Access to Pima County Property for Confined Space Entry Training

**\*Purpose:**

The purpose of this IGA is to establish a training relationship between Pima County and NWFD and to provide NWFD access to the Tres Rios Water Reclamation Facility for training purposes.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

PCRWRD has numerous confined spaces at the Tres Rios WRF. Confined spaces require a specialized team of first responders to be able to successfully rescue any persons within a confined space. Confined spaces are limited in ingress/egress, have configuration hazards, may have atmospheric hazards, and require specialized equipment for a successful rescue. Rescues from confined spaces are often a crucial race against time for the entrants of the confined space. NWFD is the Fire Department of jurisdiction that provides such rescues. The goal of this agreement is to provide joint training exercises which will expedite rescue services in the event of an actual incident. Joint training for confined spaces and other hazardous industrial locations (ie. at height) will help NWFD become familiar with the Tres Rios facilities, personnel, operational and safety practices, and the unique obstacles that may be encountered during an actual emergency response.

**\*Public Benefit:**

The benefit to the public for both PCRWRD and NWFD is efficiency and expediency. This agreement promotes efficient and expedient response to the Tres Rios WRF with the advanced knowledge of the hazards that will be present and the equipment needed to successfully mitigate those hazards when time is critical to the survival of entrants within the confined spaces.

**\*Metrics Available to Measure Performance:**

This agreement provides for the confined space entry and rescue training at dates and times agreeable to both PCRWRD and NWFD. The number of training exercises or site visits made are anticipated to be regularly. Therefore, performance of this agreement shall be based on the number of site visits and joint training exercises conducted annually.

**\*Retroactive:**

No.

To: COB 3-24-20  
Ver. - 1  
pgs. - 4 (2)

**Contract / Award Information**

Document Type: CTN Department Code: WW Contract Number (i.e.,15-123): 20-135  
Effective Date: 04/07/2020 Termination Date: 04/06/2021 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

**If Yes, is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
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: Ken Coultas

Department: Regional Wastewater Reclamation Department Telephone: 724-3443

Department Director Signature/Date: [Signature] 3/13/2020

Deputy County Administrator Signature/Date: [Signature] 3/13/2020

County Administrator Signature/Date: [Signature] 3/16/20  
(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement  
between  
Pima County and the Northwest Fire District  
for  
Access to Pima County Property for  
Confined Space Entry Training**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Northwest Fire District, an Arizona Fire 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. § 11-951, *et seq.*
- B. County is authorized by A.R.S. § 11-264 to own and operate a sewage system.
- C. County owns and operates the Tres Rios Wastewater Reclamation Facility (WRF) which is located within the fire protection area served by District.
- D. District is authorized by A.R.S. § 48-805(B)(16)(a) to enter into intergovernmental agreements with political subdivisions for "technical or administrative services or to provide fire services" to properties owned by those political subdivisions.
- E. District wishes to conduct confined space entry and rescue training at the Tres Rios WRF for District personnel.
- F. County has determined that such training is beneficial to both County and District.
- G. County and District, therefore, desire to enter into an agreement to facilitate confined space entry and rescue training of District personnel at certain locations within the Tres Rios WRF.

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

**Agreement**

- 1. **Purpose.** The purpose of this IGA is to establish a training relationship between County and District and provide for District access to the Tres Rios WRF for training purposes.
- 2. **Scope.** County will provide District personnel with access to the Tres Rios WRF for the purpose of confined space entry and rescue training. District will supply all equipment it requires to conduct the training. County will provide necessary personnel to assist District with its training. The Parties will meet at least once prior to the start of training to establish training dates and times, training locations within the Tres Rios WRF, and

County personnel needs. District access to the Tres Rios WRF pursuant to this Agreement will be limited to the dates and times agreed to between the Parties during the pre-training meeting.

3. **Financing.** Each party will be responsible for its own costs.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by written agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
  - 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 \$2,000,000.00 combined single limit or \$2,000,000.00 Bodily Injury, \$2,000,000.00 Property Damage.
  - c) If this Contract involves professional services, professional liability insurance in the amount of \$2,000,000.00.
  - d) If required by law, workers' compensation coverage including employees' liability coverage.

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 if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section.

8. **Compliance with Laws.** The parties will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders as well as all Tres Rios-specific access and safety requirements. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Non-Discrimination.** The parties will 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 the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
12. **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.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the District Governing Board 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 payment for liabilities incurred prior to termination.
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. **Workers' Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.
16. **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.

17. **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.
18. **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:

District:

Director, RWRD  
201 N. Stone, 8<sup>th</sup> Floor  
Tucson AZ 85701

Fire Chief  
5225 W. Massingale Rd.  
Tucson, AZ 85743

*With copies to:*

County Administrator  
130 West Congress St., 10th Floor  
Tucson, Arizona 85701

Clerk of the Board  
130 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

*In Witness Whereof*, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, District has caused this Intergovernmental Agreement to be executed by the Chairman of its Governing Board upon resolution of the Board and attested to by the Clerk of the Board.

**PIMA COUNTY:**

\_\_\_\_\_  
Chair  
Board of Supervisors

ATTEST

\_\_\_\_\_  
Clerk of the Board

**NORTHWEST FIRE DISTRICT:**

  
\_\_\_\_\_  
Board Chair, George Carter

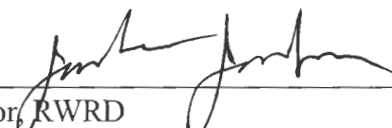
ATTEST

  
\_\_\_\_\_  
Becky Hicks, Clerk of the Board


**Approval as to Content**

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

Pima County:

  
\_\_\_\_\_  
Director, RWRD

Northwest Fire District:

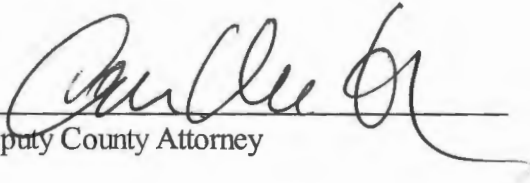
  
\_\_\_\_\_  
Training Chief

## Intergovernmental Agreement Determination

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

**PIMA COUNTY:**

**NORTHWEST FIRE DISTRICT:**

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