

COB - BOSAIR FORM

12/02/2025 4:34 PM (MST)

Submitted by Amaris.Vasquez@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO CA PO2500038417

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: City of South Tucson

Project Title / Description: Intergovernmental Agreement between Pima County and City of South Tucson for Fire and Emergency Medical Services

Purpose: The purpose of this Intergovernmental Agreement is to provide emergency financial assistance to the City of South Tucson in response to its critical staffing and service shortfalls, ensuring the immediate restoration of full-time Fire and Emergency Medical Service response to protect public safety.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: The City of South Tucson will enter into and manage a contract to provide uninterrupted provision of full-time Fire and Emergency Medical Services. They shall provide quarterly performance reports to include call information, staffing levels and documentation of expenditures and outcomes. The City of South Tucson shall conduct a midterm evaluation and produce a report within two years of the IGA that reviews performance metrics and a plan for future financial sustainability to be reviewed by the Board of Supervisors. They shall acknowledge public support for Pima County's financial support, participate in County emergency regional planning exercises, and host opportunities for community safety events at least once a year.

Public Benefit and Impact: Providing these funds ensures uninterrupted emergency medical and fire response services in one of the County's most vulnerable communities, protecting lives and property during a period of critical need. This investment strengthens regional public

TO: COB, 12/3/25 (1)

VERSION: 0

PAGES: 6

DEC03'25PM0158PO

safety, reduces strain on neighboring jurisdictions, and promotes equitable access to essential emergency services.

Budget Pillar

- Improve the quality of life

Support of Prosperity Initiative:

- 2. Improve Quality of Life and Opportunity in High Poverty Areas

Provide information that explains how this activity supports the selected Prosperity Initiatives

Strengthening Fire and Emergency Medical Services promotes community prosperity by protecting homes, businesses, and infrastructure, while also improving residents' quality of life through faster, more reliable emergency response.

Metrics Available to Measure Performance:

Performance measures as outline in the contract to include but not limited to: Quarterly performance report on number of calls, response times for Fire and Emergency Medical Service, as well as staffing levels and documentation of expenditures. Additionally, a midterm evaluation report with service and delivery metrics as well as assessment of future financial sustainability for the City of South Tucson for Fire and EMS services.

Retroactive:

NO

Contract / Award Information

Record Number: PO CA PO2500038417

Document Type: PO

Department Code: CA

Contract Number: PO2500038417

Commencement Date: 02/01/2026

Termination Date: 01/31/2030

Total Expense Amount:

\$1,200,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Oher Special Revenue Contingency

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: County Administrator

Name: Amaris Vasquez

Telephone: 5207248389

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: _____ Date: _____

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature:  _____ Date: 12/3/2025

**Intergovernmental Agreement
between
Pima County and City of South Tucson
for
Fire and Emergency Medical Services**

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of South Tucson, a municipal corporation (the "City") pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. **Whereas**, County and City 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.*
- 1.2. **Whereas**, County is authorized by A.R.S. § 11-251(5) and 11-251(17) to spend public monies to improve and enhance the health of the inhabitants of Pima County.

Whereas, City has encountered extraordinary and unforeseen demands on its Fire and Emergency Medical Services (EMS) that exceed normal operating capacity, including multi-alarm fires, mass-casualty incidents, and simultaneous emergencies; and

Whereas, City has historically relied on a limited number of full-time employees and paid reserve firefighters from other fire districts; however, the availability of reserve personnel has become extremely limited due to regulatory restrictions, rendering the current model unsustainable; and

Whereas, without immediate financial support, City lacks the capacity to maintain uninterrupted, full-time Fire and EMS services for its residents; and

Whereas, City is an incorporated municipality within the boundaries of Pima County; and

Whereas, recognized structural inequities have concentrated social service agencies within City, increasing the demand for emergency medical and public safety services beyond what City can support alone; and

Whereas, it is believed that City's proposed agreement with the Rural Metro Fire Department will provide essential operational capacity and resilience during this period of critical need; and

Whereas, County's allocation of support is made in response to exceptional circumstances in City and shall not establish precedent for future funding requests from other jurisdictions within Pima County; and

Whereas, mutual support between jurisdictions within Pima County strengthens emergency response capabilities, enhances public safety, and ensures more efficient use of regional resources which will benefit all residents of Pima County; and

2. **Purpose.** The purpose of this IGA is to establish and set forth the duties and responsibilities of the County and City related to the provision of Fire and EMS services in South Tucson.

2.1. City Responsibilities. City will:

- 2.1.1. Enter into and manage a contract with Rural Metro Fire Department by February 1, 2026, to ensure the uninterrupted provision of full-time Fire Protection and Emergency Medical Services within its jurisdiction.
- 2.1.2. Provide quarterly performance reports to County Administration to help ensure transparency. Reports should be submitted March 15, June 15, September 15, and December 15 of each year the IGA is in legal effect. City's report should include number of Fire & EMS calls, response times, and staffing levels, and include documentation of expenditures and outcomes.
- 2.1.3. Conduct a midterm evaluation and produce a report to County Administration by February 15, 2028 to ensure fiscal accountability and assess the effectiveness of this IGA. This evaluation report should include but is not limited to, a review of service delivery outcomes and performance metrics of calls for service and staffing levels, an assessment of future financial sustainability for City, and a presentation to the Pima County Board of Supervisors for their determination of whether continued County funding is necessary, and if so, whether the funding level should be maintained or reduced.
- 2.1.4. Publicly acknowledge County's financial support in connection with this IGA, in a manner reasonably appropriate to the nature of the services provided. Such acknowledgment may include, but is not limited to, recognition in public communications, press releases, official reports, and on fire station signage or materials purchased with County funds, where feasible.
- 2.1.5. Send a representative to participate in at least two emergency regional planning exercises conducted by the County Office of Emergency Management that promotes integration and preparedness for emergency preparedness.
- 2.1.6. Provide, where feasible, opportunities for community engagement by hosting or co-hosting safety events at least once a year in South Tucson to enhance public safety and demonstrate the community benefit of this IGA. These may include fire safety workshops, CPR and first aid training, and emergency preparedness events. City may coordinate with County departments or other regional partners to maximize outreach and impact.

2.2. County Responsibilities.

- 2.2.1. County shall provide funds to assist with the provision of full-time Fire Protection and Emergency Medical Services to be delivered by Rural Metro Fire Department, including the acquisition of assets and necessary personnel.

3. **Payment.** The County will provide to City, for the sole purpose of assisting City with the provision of full-time Fire Protection and Emergency Medical Services, the amount of \$300,000 per year for four years for a total of \$1,200,000.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties. The term will commence on February 1, 2026 and will continue for a period of four years to January 31, 2030, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Default and Termination.** City will be deemed to be in default under this IGA if City fails to perform any responsibilities listed under Section 2.1 of this IGA. If City is in default, County may provide written notice of the default(s) and request that City cure the default(s). If City then fails to demonstrate substantial compliance with this IGA within sixty days of County's written notice to City, County may terminate this IGA for cause.
6. **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.
7. **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.
8. **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:
 - 8.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - 8.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - 8.3. If required by law, workers' compensation coverage including employees' liability coverage.
 - 8.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
 - 8.5. The above requirement may be alternatively met through a self-insurance program under 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
9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of

Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.

10. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
11. **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.
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 South Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
14. **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.
15. **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.
16. **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.
17. **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:

Pima County Administrator
115 N. Church Avenue
Tucson, Arizona 85701, Suite 231
Attn: Jan Leshner

City of South Tucson:

City of South Tucson, City Manager
1601 S. 6th Ave
South Tucson, Arizona 85713
Attn: Veronica Moreno

18. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
19. **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.
20. **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
21. **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.
22. **Counterparts.** This IGA may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same IGA.
23. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

Signatures on next page

PIMA COUNTY

CITY OF SOUTH TUCSON

Rex Scott, Chair
Board of Supervisors

Roxanna Valenzuela, Mayor
City of South Tucson

Date

Date

ATTEST

ATTEST

Melissa Manriquez, Clerk of the Board

Veronica Moreno, City Clerk

Approval

The foregoing Intergovernmental Agreement between Pima County and the City of South Tucson has been reviewed by the undersigned and is hereby approved as to content.



Jan Leshner, County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of South Tucson 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.



Bobby Yu, Deputy County Attorney

Jon Paladini, City Attorney