



TUBAC FIRE DISTRICT

2227 EAST FRONTAGE ROAD
P.O. BOX 2881
TUBAC, ARIZONA 85646
TELEPHONE: (520)398-2255

REGULAR MEETING OF THE BOARD OF DIRECTORS

The Tubac Fire District Board of Directors will meet in regular session on February 28, 2024, at 1:30 pm at **Tubac Fire Station #2 located at 1360 W. Frontage Rd.** The following topics and any variables thereto will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action. The Board may consider any item on this agenda in any order and at any time during the meeting. The Board may convene into Executive Session for discussion or consultation for legal advice with its attorney regarding any item on this agenda, in accordance with A.R.S. § 38-431.03(A)(3).

Members of the public may attend the meeting in person, by viewing the livestream on the Tubac Fire District Facebook page, or by telephone by calling (346) 248-7799 and entering the Webinar ID, 851 6447 4775, if prompted.

NOTE: Executive Sessions are CONFIDENTIAL pursuant to A.R.S. § 38-431.03(C). Members of the public may not participate in Executive Sessions.

Members of the public who are not able to attend the meeting in person, may submit comments to the Board by email. The emails will be read out loud during the meeting. Please email any comments to bhamric@tubacfire.org. Emails must be received no later than 5pm the day before the meeting and must include your full name as well as your phone number (to allow District staff to contact you with any questions).

Agenda

1. Call to order and Pledge of Allegiance
2. Roll call of Board Members
3. Reading of public comments submitted via email
4. Call to the Public: "This is the time for the public to comment on items related to the Fire District. Members of the Board may not discuss items that are not on the agenda. Therefore, the Fire Board is not permitted to discuss or take action on any items raised in the Call to the Public which is not on the agenda due to restrictions of the Open Meeting Law; however, individual Board members are permitted to respond to criticism directed to them. Otherwise, the Board has discretion to direct the Fire Chief to review the matter or that the matter is placed on a future agenda. Those wishing to address the Board need not request permission in advance. A member of the public may speak for a reasonable time as determined by the Board. If no time is specified, the presumed time limit will be 3 minutes per person. The Fire Board Chair may adjust time limitations and all individuals desiring to address the Fire Board will have the same opportunity."
5. Correspondence
6. Report from Board Members
7. Chief and Staff Report
 - a. Operations Update
 - b. Training
 - c. Administration Update
8. Monthly Financial Report for January 2024
9. Consent Agenda
 - a. Approval of minutes from January 31, 2024
 - b. Approval of monthly financial reports
10. Discussion only on Certificate of Necessity with the Department of Health Services.

11. Discussion and possible action to surplus vehicle #1038
12. Discussion and possible action to approve a staff vehicle in an amount not to exceed \$26,217.84
13. Discussion and possible action to approve Resolution No. 2024-002 appointing Chief Guerrero as the District's designated agent for purposes of seeking grant funding through the Governor's Office of Highway Safety (AZGOHS)
14. Discussion and possible action to approve Resolution No. 2024-003 appointing Chief Guerrero as the District's designated agent for the purposes of seeking grant funding through the Arizona Department of Forestry and Fire Management
15. Discussion and possible action to approve an Intergovernmental Agreement between Santa Cruz County and Tubac Fire District. regarding the County server and Computer-Aided Dispatch access to comply with HB2609
16. Fire station #1 items:
 - a. Discussion and possible action to approve an Intergovernmental Agreement between Santa Cruz County and Tubac Fire District. establishing a partnership for construction and operation of a communication tower at the Station #1 site.
 - b. Discussion and possible action to approve contract with D. L Norton as Construction Manager for Tubac Fire Station #1 project.
 - c. Discussion only USDA Rural Development grant update.
17. Future Agenda Items
18. Next meeting:
19. Adjourn meeting.

Notice of Meeting (Agenda) dated and posted on February 22nd by 1:30 p.m. local time by B. Hamric.

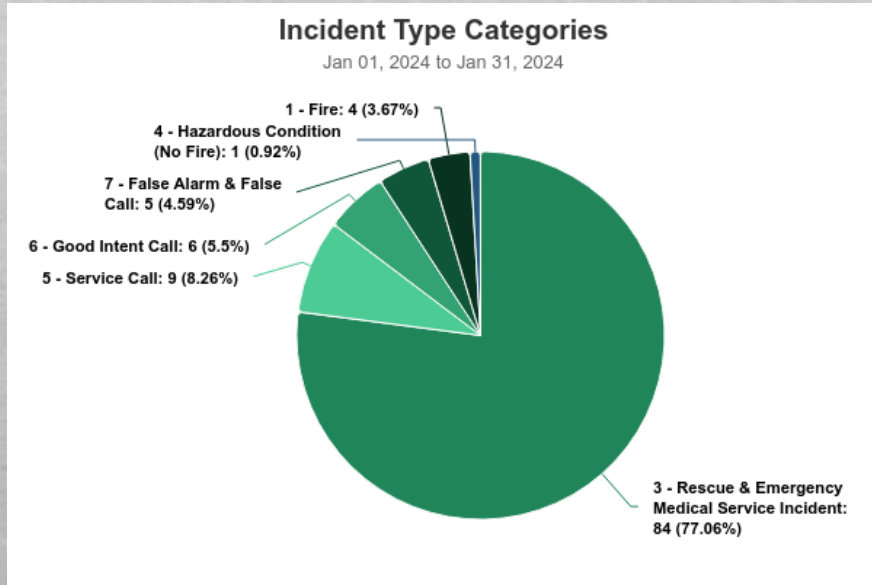
If any disabled person needs any type of accommodation, please notify the Tubac Fire District prior to the scheduled meeting time.



Staff Report
Tubac Fire Board
February 2024

Tubac Fire District is committed to the safety of our community through the delivery of fire suppression, medical services, and public education.

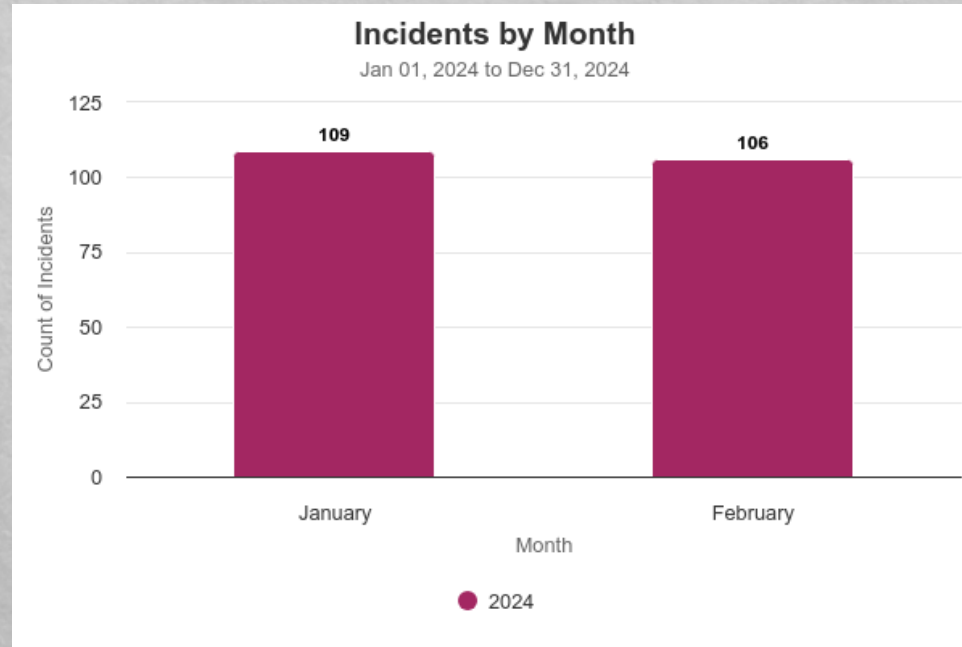
January Emergency Responses



- **EMS** **85** (52 Transports, 3 Transfer of care to Air ambulance)
- **Fire** **10**
- **Public Assist** **16**
- **Total Calls** **111**

Incident Type Category	2024		2024		2023		YTD % Change
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
1 - Fire	4	3	7	3%	3	1%	133.33%
3 - Rescue & Emergency Medical Service Incident	84	77	161	75%	150	73%	7.33%
4 - Hazardous Condition (No Fire)	1	0	1	0%	5	2%	-80%
5 - Service Call	9	14	23	11%	24	12%	-4.17%
6 - Good Intent Call	6	7	13	6%	12	6%	8.33%
7 - False Alarm & False Call	5	3	8	4%	12	6%	-33.33%
9 - Special Incident Type	0	1	1	0%	0	0%	N/A
Grand Total	109	105	214	100%	206	100%	3.88%

Month Over Month Call Volume

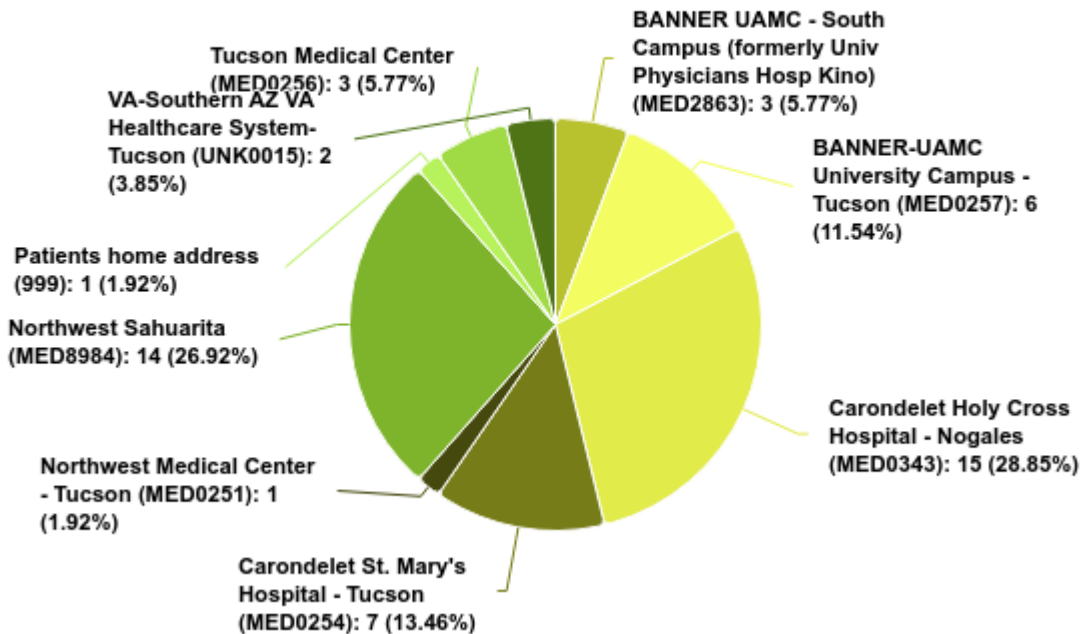


Month Name	2024		2023		YTD % Change
	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	
January	109	51%	110	53%	-0.91%
February	106	49%	96	47%	10.42%
Grand Total	215	100%	206	100%	4.37%

December Ambulance Transports by Destination

Transports by Destination

Jan 01, 2024 to Jan 31, 2024



- Banner University Main Campus: 6
- Banner University South Campus: 3
- Holy Cross: 15
- Northwest Medical Center Oro Valley: 1
- Northwest Sahuarita: 14
- St Mary's Hospital: 7
- St. Joseph's Hospital: 0
- Tucson Medical Center: 3
- Veterans Affairs: 2
- Interfacility transport back to home: 1



EMS Transport Turn Around Time By Location

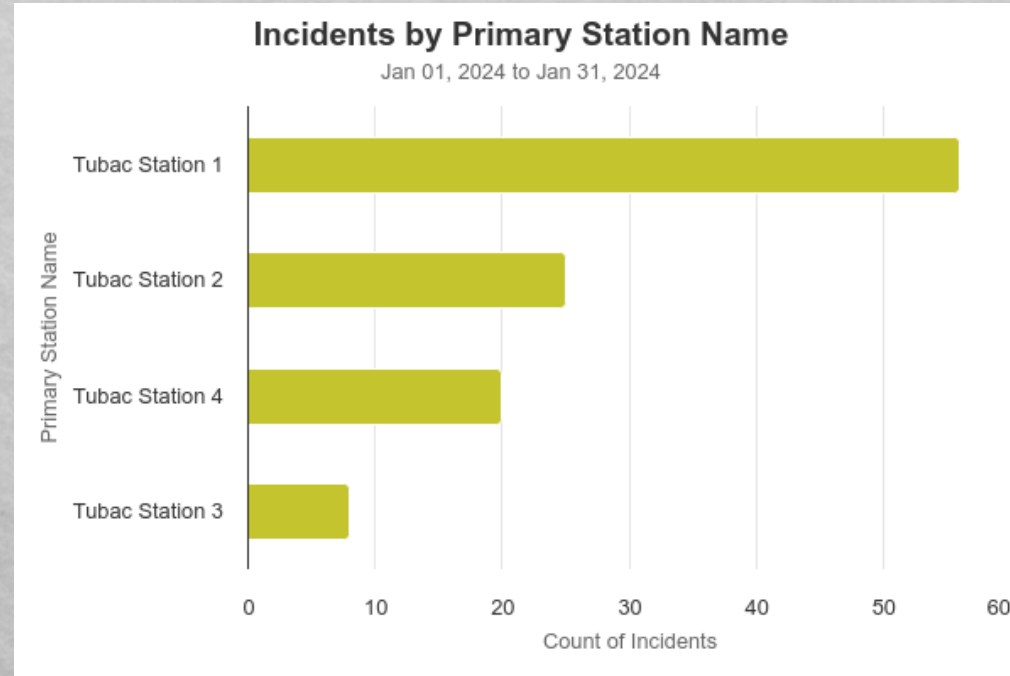
Destination Name	Transports	Average Transport Time	90th Percentile Transport Time	Average Patient Arrival to Transfer of Care Time	90th Percentile Patient Arrival to Transfer of Care Time	Average Patient Arrival to Unit Back in Service Time	90th Percentile Patient Arrival to Unit Back in Service Time
BANNER UAMC - South Campus (formerly Univ Physicians Hosp Kino) (MED2863)	3	00:44:37	00:45:34	00:24:17	00:33:24	00:42:14	00:44:31
BANNER-UAMC University Campus - Tucson (MED0257)	6	00:51:01	01:04:18	00:11:37	00:27:34	01:08:31	01:49:34
Carondelet Holy Cross Hospital - Nogales (MED0343)	15	00:17:18	00:20:27	00:07:07	00:14:28	00:28:48	00:40:22
Carondelet St. Mary's Hospital - Tucson (MED0254)	7	00:57:54	01:16:22	00:14:07	00:22:40	00:42:56	01:13:27
Northwest Medical Center - Tucson (MED0251)	1	00:55:00	00:55:00	00:45:18	00:45:18	00:55:00	00:55:00
Northwest Sahuarita (MED8984)	14	00:30:16	00:40:46	00:11:08	00:21:19	00:51:49	01:08:46
Patients home address (999)	1	00:14:07	00:14:07	00:00:19	00:00:19	01:05:37	01:05:37
Tucson Medical Center (MED0256)	3	01:01:03	01:07:46	00:19:52	00:30:00	01:15:25	01:32:40
VA-Southern AZ VA Healthcare System-Tucson (UNK0015)	2	00:58:18	01:04:19	00:09:55	00:13:43	01:08:19	01:25:00

January Emergency Response By Station



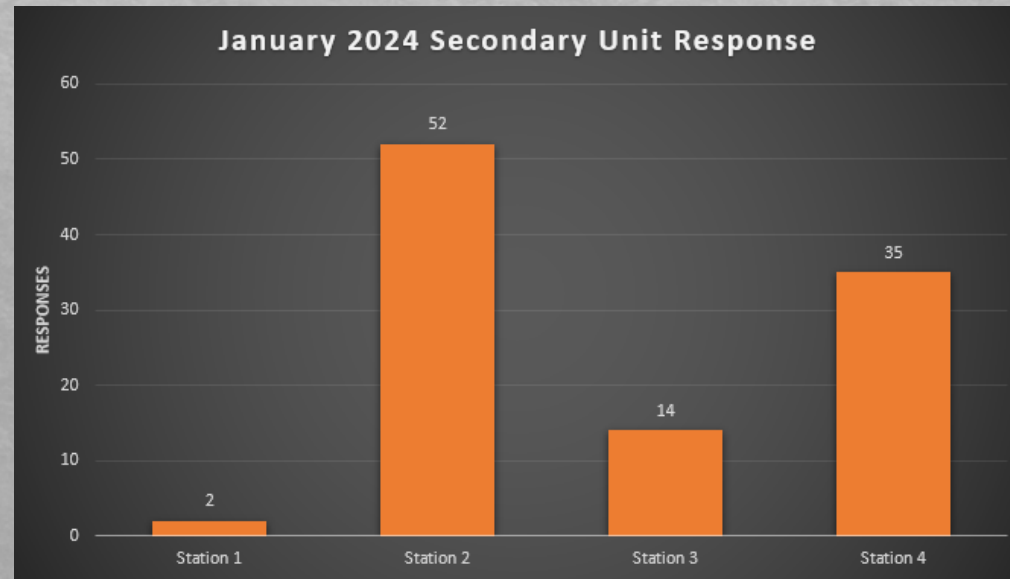
Primary Response by Station

- Station 1 56
- Station 2 25
- Station 3 8
- Station 4 20



Secondary Response by Station

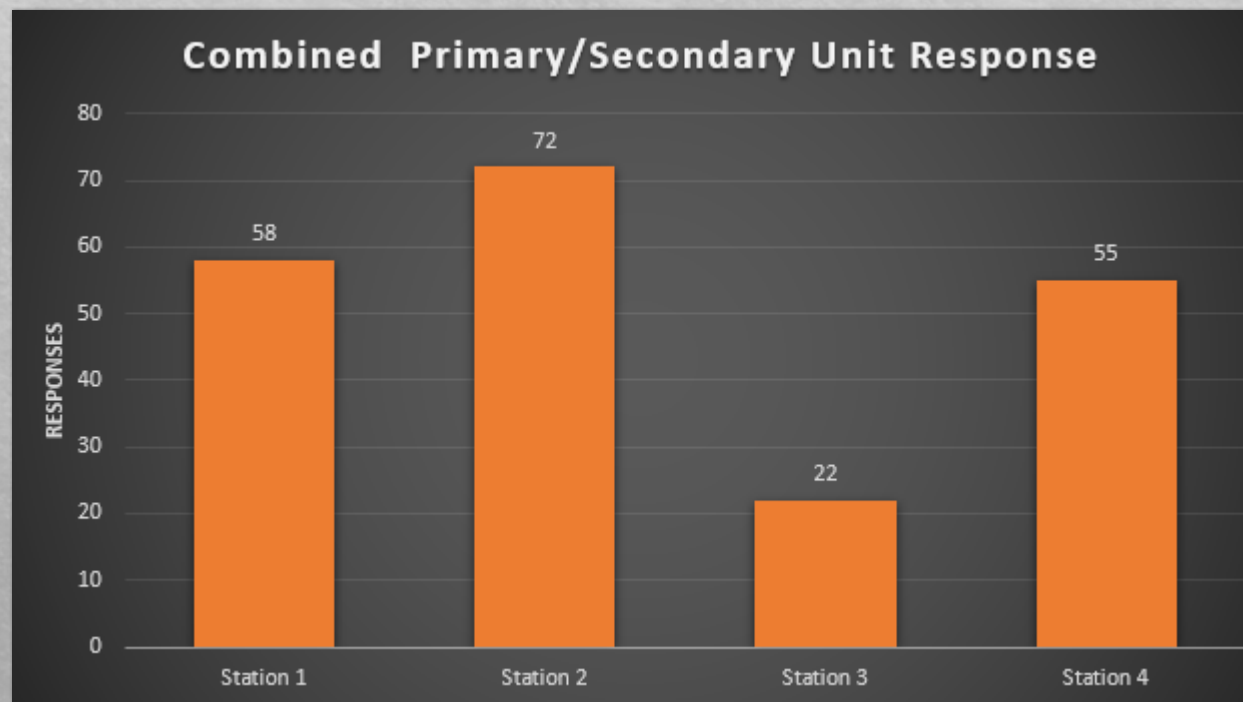
- Station 1 2
- Station 2 52
- Station 3 14
- Station 4 35





January Combined Primary/Secondary Unit responses by station

❖ Station 1	58
❖ Station 2	72
❖ Station 3	22
❖ Station 4	55

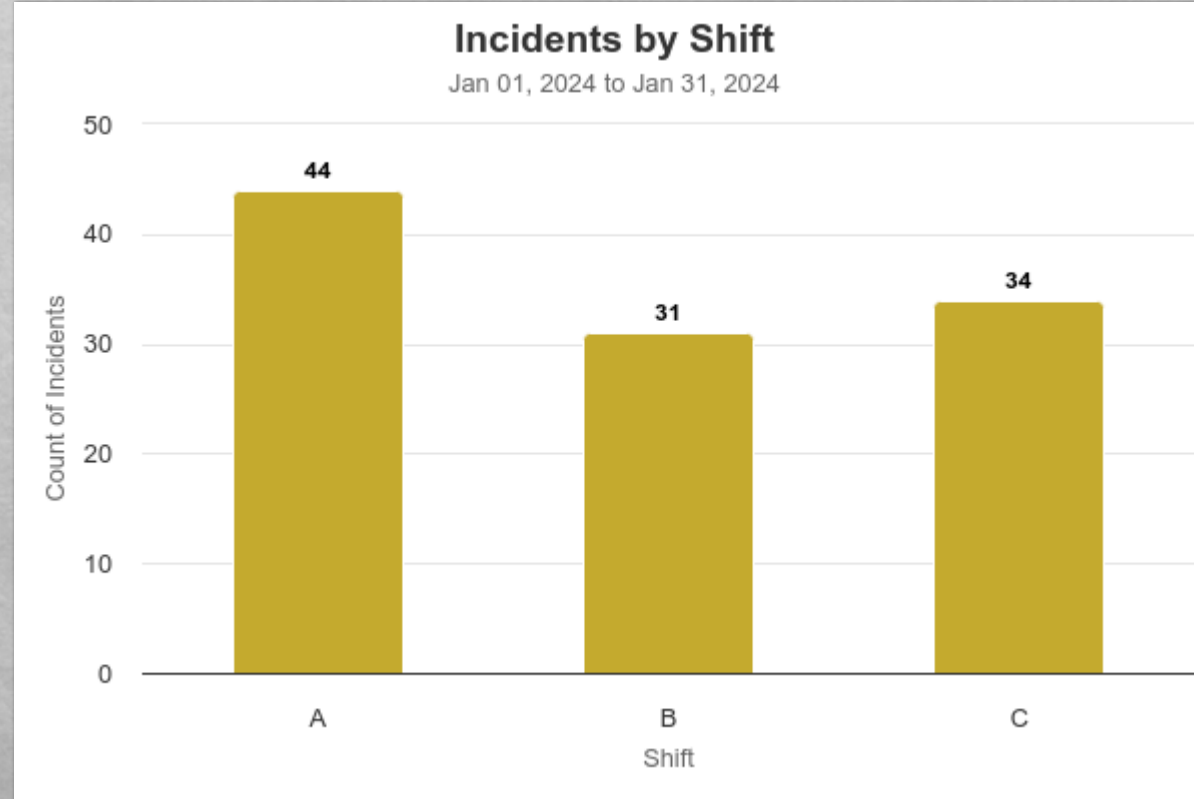


December Incidents by shift



- A Shift
- B Shift
- C Shift

June 2011						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 A	2 B	3 C	4 A
5 B	6 C	7 A	8 B	9 C	10 A	11 B
12 C	13 A	14 B	15 C	16 A	17 B	18 C
19 A	20 B	21 C	22 A	23 B	24 C	25 A
26 B	27 C	28 A	29 B	30 C		

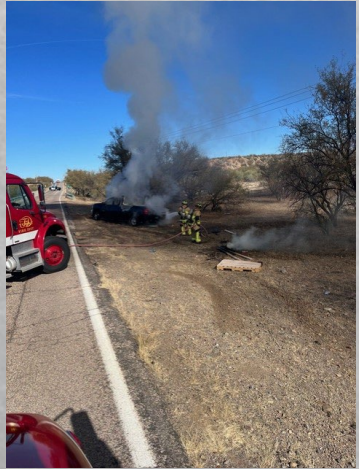


A Shift 44
B Shift 31
C shift 34

Significant Calls



- A Shift responded to a home in Rio Rico for a report of a vehicle on fire still inside the garage. Crew from station 3 quickly arrived and were able to contain the fire to the garage. No injuries were reported
- B Shift responded to the area of North Pendleton dr. for reports of a vehicle fire. Crews arrived to find a single pickup truck engulfed in flames. No injuries were reported
- • C Shift responded to the area of Colton Lane and Chavez Siding Road in reference to a vehicle that had rolled down the hill. Upon arrival, they found a male who had self-extricated himself out of his vehicle. He stated that he lost control of his vehicle while driving. The patient refused medical transport and was released to his family.
- All Shifts throughout the month responded to approximately 5 strokes with 3 being confirm. All patients were transported to Tucson for definitive care



Training

- ◆ NFPA 1410 minimum company standards drills.
- ◆ Propane fire training and drills
- ◆ PPE and SCBA proficiency drills
- ◆ Advanced Cardiac Life Support and Pediatric Advanced Life Support
- ◆ 4 Paramedics being trained to teach ACLS and PALS



Public Education/Fire Prevention and Events

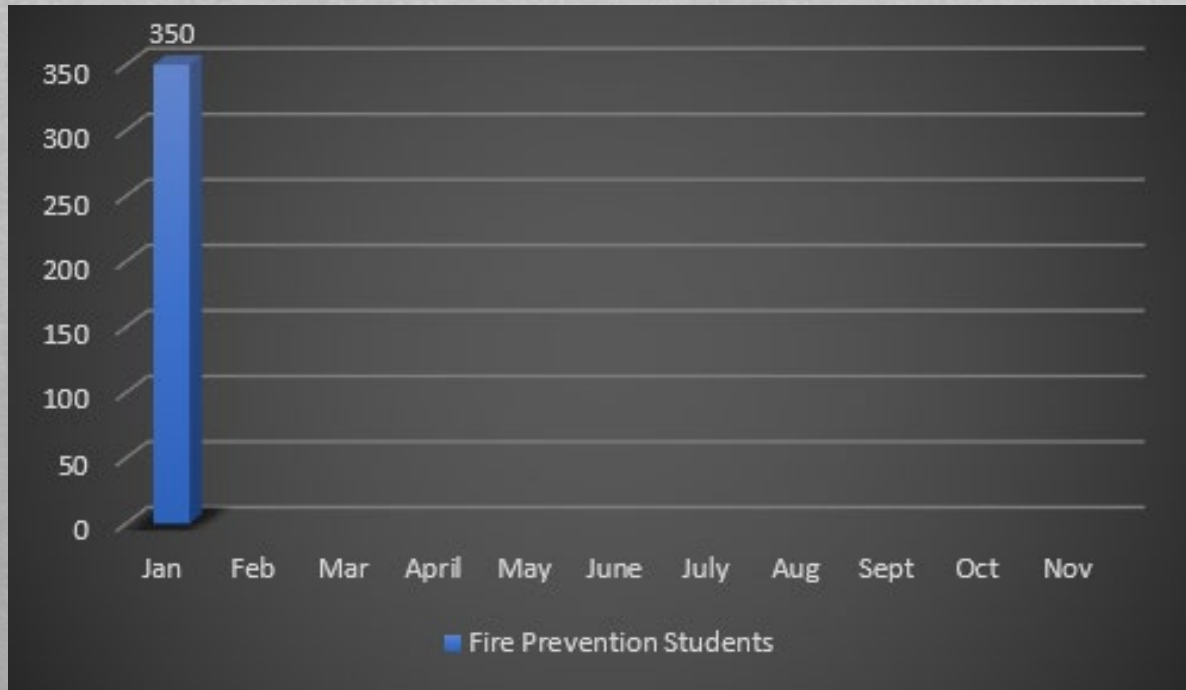


- Participated in Career Day the Rio Rico High School and Wade Carpenter middle school in Nogales
- Propane fire Drill held at Rio Rico Fire Station 2 hosted more than 100 firefighters from around the state including firefighters from Davis Monthan Airforce base and firefighters from Mexico. The drill was held over a period of 3 days with a morning and afternoon session.

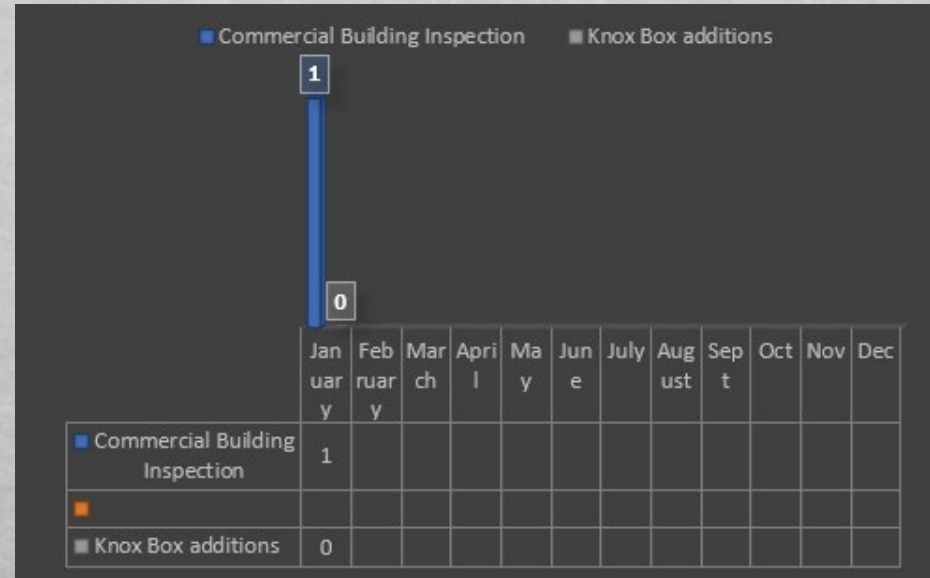
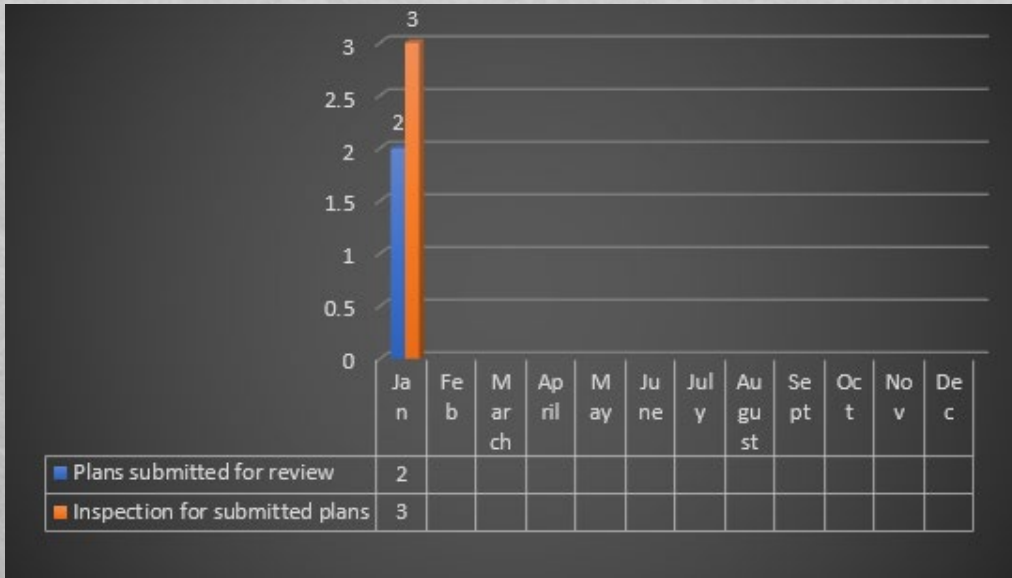




Fire Prevention and CPR Classes



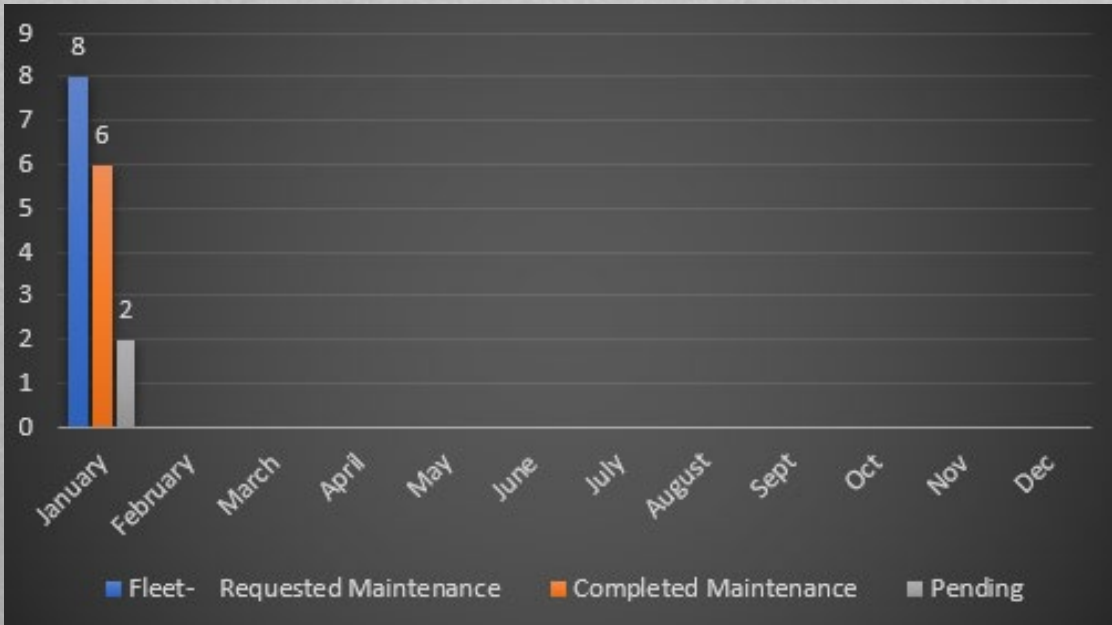
Plans Review & Inspections





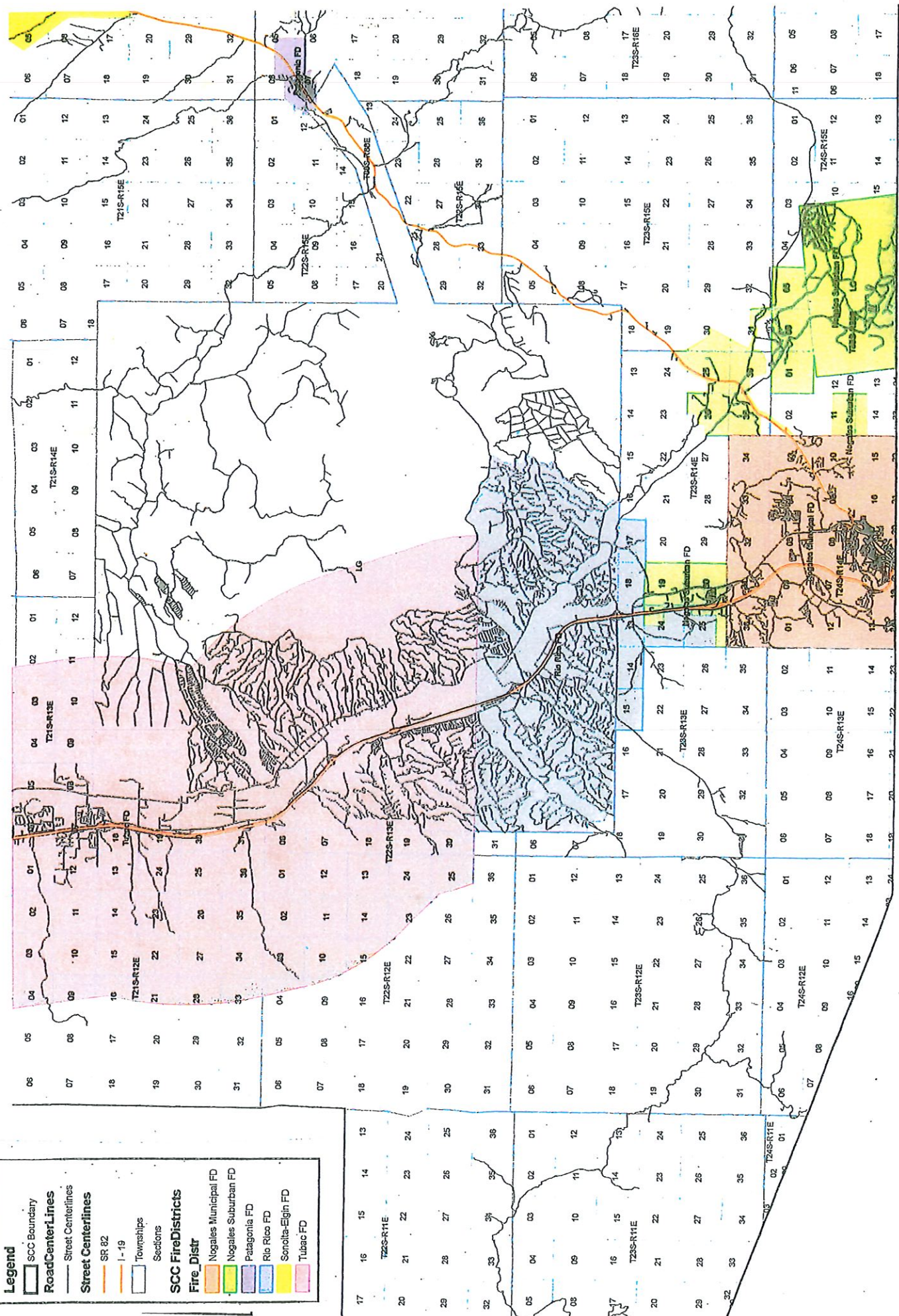
Maintenance Requests

Fire Loss Due To Incident

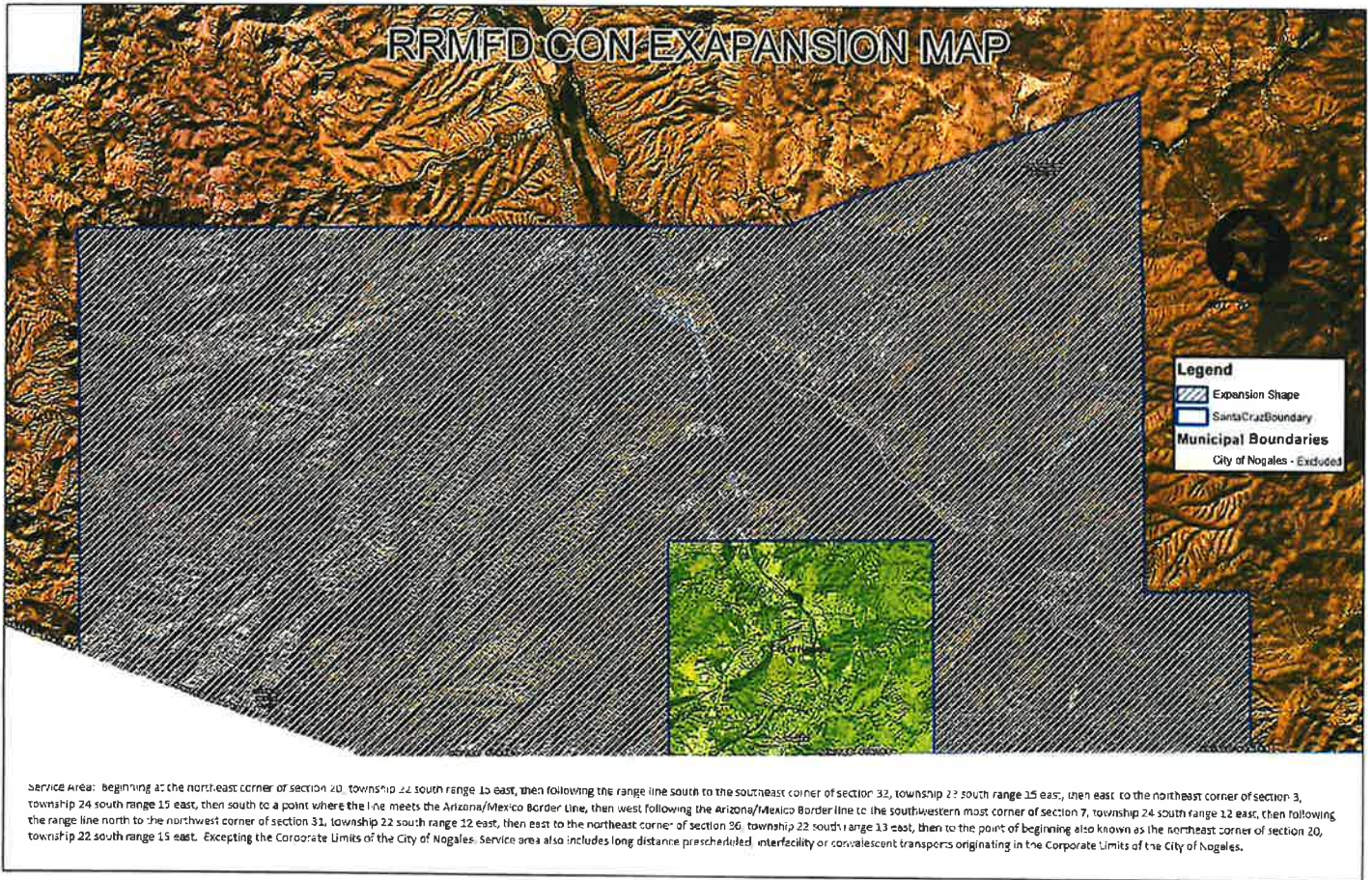


Legend

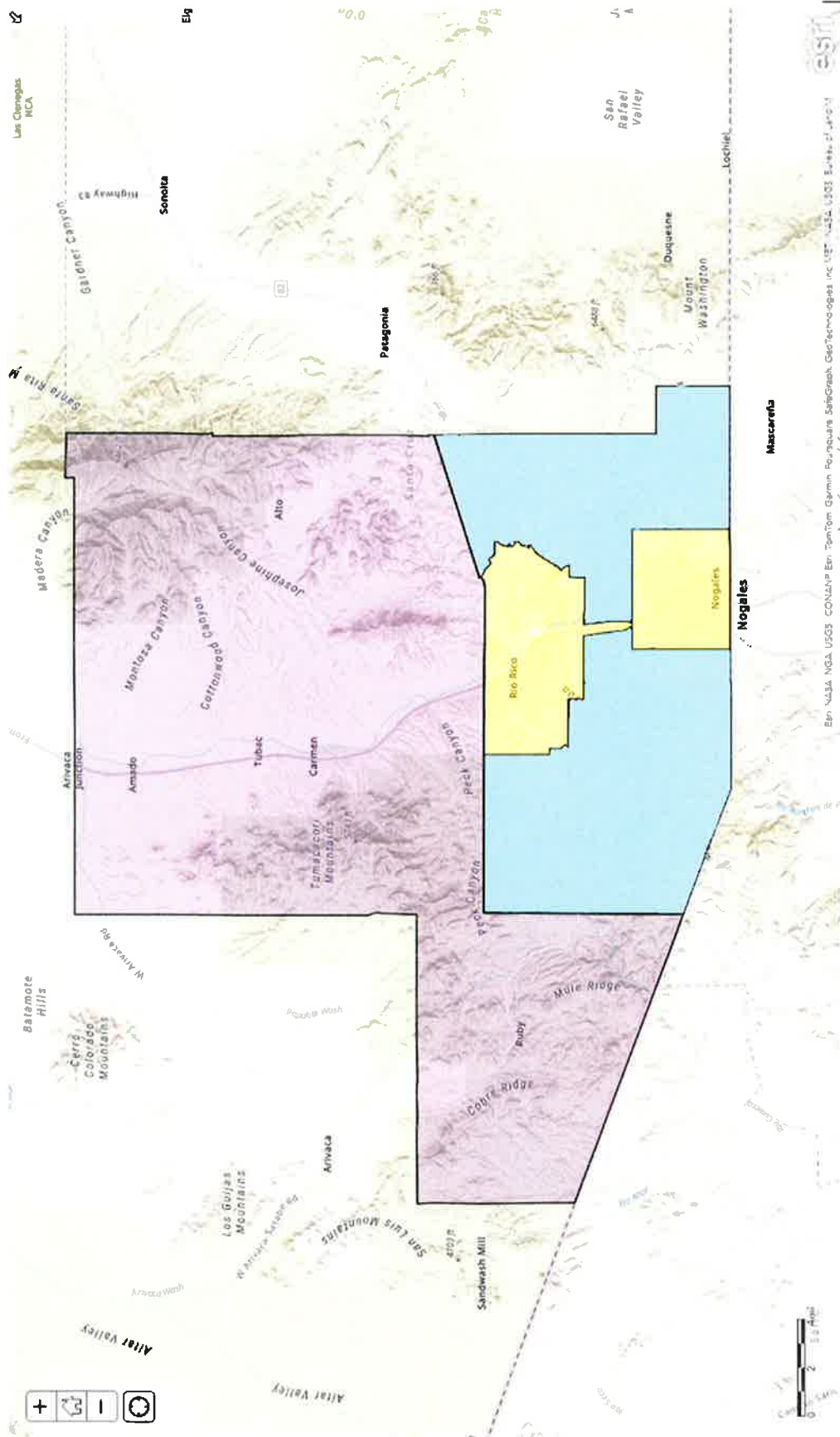
- SCC Boundary
- RoadCenterLines
- Street Centerlines
- Street Centerlines
- SR 82
- I-19
- Townships
- Sections
- SCC Fire Districts
- Fire_Distr
 - Nogales Municipal FD
 - Nogales Suburban FD
 - Patagonia FD
 - Rio Rico FD
 - Sonoma-Elgin FD
 - Tubac FD



MAP A



MAP B



- Tubac
- Rio Rico (Excluded)
- Expansion

Board Action Request

SUBJECT: TFD Apparatus Surplus

DATE: February 20, 2024

FROM: Captain John Conger

Background: Staff is recommending the surplus of one 2009 Chevy Pickup Truck. This vehicle needs \$8413.50. In repairs to the front suspension (quote attached) and in lieu of the high expense for the repair, staff are recommending that we surplus this vehicle. The truck has 207703 miles. This truck was used in the wildland group and used by staff for transport to different training classes around the state.

Fiscal Impact: Potential revenue source for the district.

Alternate Option: NONE

Staff Recommendation: Staff is recommending the surplus of the 2009 Chevy Pickup Truck.

Proposed Motion: Move to authorize staff to surplus the 2009 Chevy pickup truck.

See Attachments

CROPPER'S NOGALES AUTO CENTER

(520) 281-2438

Quote # 1768

Last Updated: 02/01/24

Expires: 03/02/24

CROPPERS SERVICE DEPT**Customer:****Vehicle:**

2009 Chevy Truck Silverado 2500 4WD V8-6.6L DSL Turbo

Type	Description	Part #	Qty/Hrs	Price/Rate	Extended
Part	Serpentine Belt Single Alternator - Serpentine Belt-Contact Dealer for most current part and price information	98035628	1.0	\$109.03	\$109.03
Labor	Replace Serpentine Belt		1.3	\$175.00	\$227.50
Part	Glow Plug Glow Plug	97364968	8.0	\$44.33	\$354.64
Labor	Replace Both Banks		2.0	\$175.00	\$350.00
Part	Front Suspension Torsion Bar Type - Lower Control Arm - Right - 8 - Suspension Control Arm	20832023	1.0	\$375.87	\$375.87
Part	Front Suspension Torsion Bar Type - Lower Control Arm - Left - 8 - Lower Control Arm	20832022	1.0	\$375.87	\$375.87
Part	Front Suspension Torsion Bar Type - Upper Control Arm - 5 - Upper Control Arm	25905442	2.0	\$325.39	\$650.78
Labor	Replace Front Suspension - Coil Spring Type - Lower Control Arm - Both Sides-Does Not Include: Wheel Alignment.		3.0	\$175.00	\$525.00
Labor	Replace Front Suspension - Torsion Bar Type - upper Control Arm - Both Sides-Does Not Include: Alignment.		3.0	\$175.00	\$525.00
Part	ALIGNMENT	0411	1.0	\$99.95	\$99.95
Part	Front Suspension Coil Spring Type - Stabilizer Bar - Without Off Road Package - Without Towing Package - 15 - Stabilizer Bar	10369554	1.0	\$176.70	\$176.70
Labor	Replace Front Suspension - Coil Spring Type		0.9	\$175.00	\$157.50
Part	Conventional Type Idler Arm - 3 - Idler Arm	19153392	1.0	\$321.41	\$321.41
Labor	Replace Conventional Type-Does Not Include: Adjust Toe-In.		1.2	\$175.00	\$210.00
Part	Conventional Type Pitman Arm - 4 - Pitman Arm	19168473	1.0	\$220.02	\$220.02
Labor	Replace Conventional Type		3.1	\$175.00	\$542.50
Part	Conventional Type Outer Tie Rod - 1 - Outer Tie Rod	15891515	2.0	\$112.74	\$225.48
Part	Rack & Pinion Type Inner Tie Rod - 3 - Inner Tie Rod	19178561	2.0	\$103.51	\$207.02
Labor	Replace Conventional Type - Inner Tie Rod - Both Sides-Does Not Include: Adjust Toe-In.		1.0	\$175.00	\$175.00
Labor	Replace Conventional Type - Outer Tie Rod - Both Sides-Does Not Include: Adjust Toe-In.		0.7	\$175.00	\$122.50
Part	LT265-7017	265-70r17	4.0	\$265.00	\$1,060.00
Part	BRAKE FLUSH	BRAKE FLUSH 1	1.0	\$180.00	\$180.00
Part	COOLANT FLUSH	1CSS	1.0	\$180.00	\$180.00

CROPPER'S NOGALES AUTO CENTER

(520) 281-2438

Quote # 1768

Last Updated: 02/01/24

Expires: 03/02/24

CROPPERS SERVICE DEPT

Type	Description	Part #	Qty/Hrs	Price/Rate	Extended
Part	FRONT AND REAR DIFF SVC	1DFS	2.0	\$199.99	\$399.98
Part	TRANSFERENCE SERVICE	1DIFF	1.0	\$199.99	\$199.99

Parts Total: \$5,136.74
Labor Total: \$2,835.00
Others Total: \$0.00
Parts Tax: \$441.76
Labor Tax: \$0.00

Total: \$8,413.50

Board Action Request

SUBJECT: Purchase of a staff vehicle

DATE: February 28, 2024

FROM: Captain John Conger

Background:

Tubac Fire District staff is requesting the purchase of a small SUV to facilitate staff attendance to training and conferences, as an alternative to the aging and high-mileage wildland pick-up trucks currently in use. Tubac Fire conducted a thorough needs assessment to identify specific requirements, such as passenger capacity, cargo space, fuel efficiency, the purchase cost, and ongoing operational and maintenance expenses. The final selection of the small SUV was based on factors such as reliability, safety features, and adherence to specified requirements. This approach aims to optimize resource utilization and extend the operational life of the existing wildland pick-up trucks.

Fiscal Impact: The district will be using ARPA funds to purchase a used staff vehicle.

Alternate Option: NONE

Staff Recommendation: Staff is recommending approval of the 2020 GMC Arcadia. Not to exceed \$26,217.84

Proposed Motion: Move to approve the purchase of a 2020 GMC arcadia in an amount not to exceed \$26,217.84

See Attachments

TUBAC FIRE DISTRICT

Resolution No. 2024- 002

A FORMAL RESOLUTION OF THE ELECTED BOARD OF THE TUBAC FIRE DISTRICT OF SANTA CRUZ COUNTY OF TUBAC, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA’S 2024 HIGHWAY SAFETY PLAN:

WHEREAS, the Governor’s Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Tubac Fire District, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Tubac Fire District of Tubac, Arizona as follows:

1. THAT approval of the submission of projects for consideration in Arizona’s 2024 Highway Safety Plan is granted.
2. THAT Ben Guerrero, Fire Chief is appointed agent for the Tubac Fire District, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Governing Board of the Tubac Fire District of Tubac, Arizona, this 28 day of February, 2024.

ATTEST:

_____	_____
BOARD CHAIRMAN	BOARD CLERK
<u>Sandy Johnson</u>	<u>Mary Dahl</u>
Print Name	Print Name

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 2024-002 was duly passed and adopted by the Governing Board of the Tubac Fire District of Tubac, Arizona, at a regular meeting held on the 28th day of February, 2024, and that a quorum was present at the meeting.

SANDY JOHNSON
BOARD CHAIRMAN

APPROVED AS TO FORM:

Mary Dahl
BOARD CLERK

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 2024-003 was duly passed and adopted by the Governing Board of the Tubac Fire District of Tubac, Arizona, at a regular meeting held on the 28th day of February 2024, and that a quorum was present at the meeting.

SANDY JOHNSON
BOARD CHAIRMAN

APPROVED AS TO FORM:

Mary Dahl
BOARD CLERK



SANTA CRUZ COUNTY INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (hereafter “the Agreement”) is between Santa Cruz County (hereafter “the County”), a body politic and corporate and subdivision of the State of Arizona, on behalf of the Santa Cruz County Sheriff’s Office (hereafter “SCCSO”), and the Tubac Fire District (hereafter “Tubac Fire”). Unless otherwise specified, this Agreement shall be effective from the date of the last signature on page ___.

- 1.1. SERVICES/LICENSE The County, by and through the Santa Cruz County Sheriff’s Office and IT Department, shall provide Tubac Fire and its employees with a view-only license to access their CAD systems used to provide 911 information directly to responding emergency personnel. The County shall be responsible for assigning login accounts [Redacted], MFA and an applicable system anti-virus to Tubac Fire personnel who will be accessing the CAD systems. The County shall be responsible for making reasonable efforts to keep the network and corresponding services up and running so that Tubac Fire has access to the CAD systems [Redacted]. Additionally, the County will enroll applicable Tubac Fire personnel into the county’s cybersecurity training, “InfoSecIQ,” which must be completed twice per year by Tubac Fire personnel who will be accessing the CAD systems.
- 1.2. TUBAC FIRE RESPONSIBILITIES Tubac Fire shall reimburse the County for any costs associated with providing the above license/access to the CAD system including the costs of tools and software necessary to secure view-only shared access onto the County’s CAD systems ([Redacted] MFA, and anti-virus software). Tubac Fire, and all applicable personnel, shall be required to agree to the County’s Acceptable Use Agreement, a required condition for using or accessing a County system. Tubac Fire, and all applicable personnel, shall be required to complete the County’s cybersecurity training, “InfoSecIQ,” prior to accessing the system and a total of twice per year. Notwithstanding the foregoing, in consultation with SCCSO and Motorola, Tubac Fire will be granted such additional permissions as are necessary, for compliance with HB 2609 or otherwise, to allow among other things the ability to time stamp responses, pull data reports for Tubac Fire calls, and ensure accurate times with GPS back-up.
- 1.3. DISCLAIMER ON SUITABILITY OF SERVICES/LIMITATION OF LIABILITY
The County makes no representation or promise about the functionality, suitability, safety or access/continued access to the CAD systems nor does the County make any representation about the accuracy of any information accessed on or relayed through the CAD systems, only that County will use reasonable efforts to ensure functioning/continued functioning of the CAD systems. Tubac Fire acknowledges the County’s disclaimer and hereby waives, absent willful misconduct by the County or County staff, any and all claims for losses, liabilities, damages, injuries, costs or

expenses arising out of or related to any error in data or other information accessed or received on or via the CAD systems, or out of any interruption or delay in the CAD systems operability or ability of Tubac Fire to so access.

1.4. TERM AND TERMINATION This Agreement shall be effective upon the date of the last authorized signature and shall continue for a Term of five (5) years. At the conclusion of the five (5) year term, this Agreement shall automatically renew on a month-to-month basis until either party provides notice of termination upon which the Agreement shall terminate at the end of the month that the notice was provided. Notwithstanding the foregoing, either party may elect to terminate this Agreement for convenience with no penalty during the Term upon providing thirty (30) days notice in writing (electronic mail included) to the other party. Additionally, the County may terminate this Agreement for Cause, immediately and without notice, upon a written determination of the County IT Director that continuation of the Agreement presents a cybersecurity risk, as to be determined in good-faith at his/her sole discretion.

1.5. MUTUAL INDEMNITY To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officials, officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement to the extent arising out of any act or omission of the indemnifying party, its officials, officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.

1.6. NON-DISCRIMINATION Tubac Fire agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subContractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Tubac Fire shall 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. (Arizona Executive Order 2009-09 can be downloaded at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf.)

1.7. VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

1.7.1. By entering into the contract, Tubac Fire warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Tubac Fire shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Tubac Fire and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee

compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at <https://www.uscis.gov/>.

1.8. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

1.9. NON-APPROPRIATION CLAUSE

Tubac Fire acknowledges that County is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County after written notice to Tubac Fire of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not use the non-appropriation provision for convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

1.10. PUBLIC RECORDS

Under Arizona law (A.R.S. § 39-101 et seq.), all records associated with this agreement, except those properly deemed confidential, proprietary, or privileged – attorney client, work product, or other statutory privilege – are subject to public inspection and copying under the Arizona's Public Records Law.

1.11. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed the original, but all of which together shall constitute one instrument.

1.12. WAIVER OF ATTORNEY CONFLICT

Santa Cruz County, on behalf of the Santa Cruz County Sheriff's Office, has chosen attorneys from the Civil Division of the Santa Cruz County Attorney's Office ("County Attorney's Office") to act as their attorney for the purposes of preparing and reviewing this Agreement. Regardless of any relationship that Tubac Fire or any related fire district may have with the County, Tubac Fire has obtained alternate counsel. Tubac Fire understands and acknowledges that the County Attorney's office is not acting as their attorney in this matter. To the extent any conflict of interest arises therefrom, each party expressly waives any such conflict.

(Signature Page to Follow)

By signing this Agreement, the parties acknowledge and agree to the terms herein. The County and Tubac Fire cause this Agreement to be executed by the duly authorized authority/-ies below.

SANTA CRUZ COUNTY
Santa Cruz County Board of Supervisors



MANUEL RUIZ, Chairman

02/01/2024

Date

ATTEST



ALMA SCHULTZ, Clerk of Board

02/01/2024

Date

TUBAC FIRE DISTRICT


BEN GUERRERO, Fire Chief

Date

Pursuant to A.R.S. 11-952(D), if applicable, the attorney for each party has determined that the Agreement is in proper form and is within the scope and authority granted under the laws of this state to such public agencies.

SANTA CRUZ COUNTY

TUBAC FIRE DISTRICT



for Kimberly J. Hunley,
Chief Deputy County Attorney

NAME:

TITLE:

02/01/2024

Date

Date

Every Agreement or contract involving any public agency of the State of Arizona made pursuant to this article, before its execution, shall be submitted to the attorney for each such public agency who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SANTA CRUZ COUNTY
AND
TUBAC FIRE DISTRICT**

THIS AGREEMENT is entered into this 20th day of February, 2024, between Santa Cruz County ("County"), a political subdivision of the State of Arizona, and the Tubac Fire District ("District"), a political subdivision of the State of Arizona.

WHEREAS, A.R.S. § 11-952 allows public agencies to contract for services and enter into agreements, A.R.S. § 11-251(41), lease personal property, and A.R.S. § 41-2632, engage in cooperative purchasing; and,

WHEREAS, the County desires to site a New Communication Tower and Equipment Shelter (Tower Asset) to serve the residents of the greater Tubac area; and,

WHEREAS, the District seeks to remove and replace the Existing Communication Tower on its property at 2227 East Frontage Road in Tubac (Station #1 site) in order to facilitate the construction of a new fire station at this location; and,

WHEREAS, the District has adequate area on Station #1 Site to locate and build the Tower Asset and is working to provide adequate utilities to operate the Tower Asset; and,

WHEREAS, the County has resources available to construct the Tower Asset; and,

WHEREAS, it is in the interest of public safety, convenience and welfare and in the interest of each party to work cooperatively to build and maintain the Tower Asset at the Station #1 Site.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the parties agree:

1. COUNTY DUTIES. The County agrees:

- a. To site and construct a Tower Asset in the northeast corner of the Station #1 site;
- b. To work with the District to ensure the Tower Asset is built expeditiously;
- c. In consideration of the value of the land and location afforded at the Station #1 Site, to work cooperatively to manage the Tower Asset;
- d. To accept the assignment of the existing Antenna Site Lease Agreement between the District and Simply Bits, LLC and adhere to its terms and conditions as provided in Section 11(b) of said Agreement attached hereto as Exhibit A;
- e. To be responsible for relocating the Simply Bits equipment to the Tower Asset;
- f. To equitably share Tower Asset revenues with the District as follows:
 - i. Years 1-5: County 90% District 0% Maintenance/Operations Escrow 10%
 - ii. Years 6-10: County 75% District 15% Maintenance/Operations

Escrow 10%

iii. Years 11 on: County 50% District 40% Maintenance/Operations
Escrow 10%

2. **DISTRICT DUTIES.** The District agrees:
 - a. To provide space on the Station #1 site for the Tower Asset adequate to provide for internet, radio, microwave, antenna and other communications equipment as may be desired from time to time by the County and District;
 - b. To assist the County as appropriate in the construction of the Tower Asset and demolition/salvage of the Existing Communication Tower if County chooses to salvage it;
 - c. To assign the Antenna Site Lease Agreement to the County after the existing equipment has been installed on the Tower Asset;
 - d. To provide adequate power by separate meter and generator back-up if required to the Tower Asset;
 - f. To provide access to the Tower Asset as required for maintenance and operations.

3. **MANNER OF FINANCING AND BUDGET.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available, therefore.

4. **DISPOSITION OF PROPERTY.** The Parties do not anticipate the joint acquisition of real property during the term of this agreement.

5. **TERMINATION.** This Agreement shall be effective upon the date of the last authorized signature and shall continue for a Term of twenty (20) years. At the conclusion of the twenty (20) year term, this Agreement shall automatically renew on a year-to-year basis until either party provides notice of termination upon which the Agreement shall terminate at the end of the month that the notice was provided. Notwithstanding the foregoing, either party may elect to terminate this Agreement for convenience with no penalty during the Term upon providing one-hundred eighty (180) days notice in writing (electronic mail included) to the other party.

6. **INDEMNIFICATION OF COUNTY.** To the extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the acts or omission of the indemnifying party, its agents, officers, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent.

7. **NONDISCRIMINATION.** To the extent required by law, each party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American's with

Disabilities Act in accordance with Arizona Revised Statute Title 41, Chapter 9, Article 4, which mandates that all persons and that all persons, regardless of race, creed, color, religion, sex, age, national origin, disability, or political affiliation, shall have access to employment opportunities.

- 8. **IMMIGRATION LAWS.** The Parties warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and the requirements of the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41- 4401 and 23-214(A), and all other federal and state immigration laws and regulations. The Parties shall further ensure that each sub-consultant who performs any work for the Party under this Agreement likewise complies with the state and federal immigration laws.
- 9. **RECORDKEEPING.** The Parties agree to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the contract; and in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
- 10. **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Arizona.
- 11. **SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 12. **WAIVER** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.
- 13. **BREACH.** Failure by the COUNTY and/or the DISTRICT to provide services/material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.
- 14. **NOTICES.** All notices *required* by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the Party at the address indicated below or such other address requested by notice to the other Party. A notice shall be considered given when received.

DISTRICT	COUNTY
Ben Guererro, Fire Chief Tubac Fire District 2227 East Frontage Road Tubac, AZ 85646	Jesus Valdez, County Manager Santa Cruz County, AZ 2150 N. Congress Dr., Ste. 119 Nogales, AZ 85621

Notwithstanding the above, any routine communications between the parties that do not affect the rights of obligations of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received

via email.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between Parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as follows:

FIRE BOARD

BOARD OF SUPERVISORS

BY:

BY:

Chairman

Manuel Ruiz, Chairman

ATTEST:

ATTEST:

BY:



Clerk of the Board

Alma Schultz, Clerk of the Board

Schultz

FOR SANTA CRUZ COUNTY

The undersigned attorney/designee, for each of the respective parties as identified below, have determined, pursuant to A.R.S. 11-952(D) that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this 20th day of February, 2024.



Kimberly J. Hunley, Chief Deputy County Attorney
Attorney for Santa Cruz County

FOR TUBAC FIRE

The undersigned attorney/designee, for each of the respective parties as identified below, have determined, pursuant to A.R.S. 11-952(D) that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this _____ day of _____, 2024.

Name: _____
Tubac Fire District Counsel

EXHIBIT A

ANTENNA SITE LEASE AGREEMENT
Fire Stations 1-4

This Antenna Site Lease Agreement ("Agreement") is entered into as of this 1st day of November, 2020 (the "Effective Date"), between Simply Bits, LLC, an Arizona limited liability company, having a principal place of business at 5225 N. Sabino Canyon, Tucson, Arizona 85750 ("Lessee") and Tubac Fire District an Arizona fire district, whose address is 2227 E. Frontage Rd., Tubac, Arizona 85646 ("Lessor").

Recitals

A. Lessor and Lessee are parties to an existing Tower Lease Agreement dated as of December 1, 2009 (the "Prior Lease").

B. Lessor desires to have two separate agreements: Tubac Fire Station 1, 2, 3 & 4 on one lease and Tubac Fire Peck Canyon on another lease.

C. Lessor and Lessee agree to separate these leases as noted in B above, and the two new leases, once effective, will replace the Prior Lease, which will then terminate.

D. Lessor is the owner of (4) four property locations in Santa Cruz County, Arizona (each, a "Property" and collectively, the "Properties") Each Property is more fully described on Exhibit A attached hereto and made a part of this Agreement.

E. Lessee desires to install and operate antenna and related equipment (the "Antenna Facilities") on existing towers at the Properties for the transmission and reception of wireless signals and for the installation, operation, maintenance, repair, removal or replacement of Antenna Facilities and accessories incidental thereto.

Agreement

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease. Lessor agrees to lease to Lessee tower space at the Properties for Lessee to install and operate its Antenna Facilities at the locations as shown on Exhibit B (collectively, the "Premises").

2. Use of Premises.

(a) Lessee agrees to use the Premises for the installation, operation and maintenance of the Antenna Facilities for the transmission and reception of wireless signals. The Antenna Facilities and all of Lessee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the term hereof or

any renewal terms. In installing and removing Antenna Facilities, and upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee during the term of the Agreement, ordinary wear and tear and damage from the elements excepted.

(b) Lessor shall provide Lessee with the electrical service from the servicing utility company and a backup generator as available at each Property on the Effective Date. Upon examination by Lessor, any usage by Lessee exceeding this requirement shall, at the option of Lessor, be reimbursable by Lessee.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install its equipment, provided that it is in compliance with all applicable laws and regulations, consistent with rights of other users of the towers at the Properties, and subject to other provisions of this Agreement. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining any local, state, federal licenses, permits and any other approvals which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain said approvals within a timely manner. If, however, Lessee is denied a required approval, or is unable to obtain approval thus making the Premises unsuitable and renders Lessee unable to utilize the Premises, Lessee may terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.

(d) Lessor shall reserve tower space and ground space for Lessee at the locations as shown in Exhibit B.

(e) Lessee shall, at its sole cost and expense, if applicable, have the right to run power transmission lines to support the Antenna Facilities. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.

(f) Lessor agrees to provide access to the Property by Lessee's employees, subcontractors, and agents for the purposes of maintaining and repairing the Antenna Facilities twenty-four (24) hours a day, 365 days a year.

3. Interference.

(a) Lessee agrees not to cause unreasonable interference to the radio frequency communication operations of Lessor or other users of the towers at the Properties.

(b) Lessor agrees not to allow any other communication provider to operate or install Antenna Facilities operating within 906MHz – 6.0 GHz bands and 60GHz.

(c) After the execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment unreasonably interfering with or restricting the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take commercially reasonable steps, at no

cost to Lessee, to seek to eliminate the cause of said interference, including, if necessary, requesting removal of equipment creating said interference.

(d) Lessee shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

4. **Term.** The term of this Agreement is the remaining term of the Prior Lease, which had completed its initial five-year term and was in the middle of 15 annual renewal terms. The most recent annual renewal term was the fifth of the 15 and started on December 1, 2019, leaving 10 more annual renewal terms. Lessor or Lessee may cancel this Agreement within the renewal terms by written notice to the other party five years before the cancellation date.

5. **Rent.** Lessee shall pay Lessor rent of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The rent is for use of tower space and ground space at Stations 1 and 3. Lessee provides exclusive service to Lessor at Tubac Fire at Stations 2 and 4, thus no compensation is contemplated for those Properties.

6. **Taxes.** Lessee agrees to pay any portion of personal property taxes which may be assessed upon the Premises as a direct cause of Lessee's Antenna Facilities, and any transaction privilege tax imposed on rent received by Lessor.

7. **Insurance.** Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, One Million Dollars (\$1,000,000.00) of combined single limit commercial general liability insurance as well as any worker's compensation insurance if required by applicable state law. Said insurance shall cover Lessee, its employees or agents, against any liability which may arise as a direct result of the actions of Lessee, its directors, employees, and agents at the Properties in connection with Lessee's Antenna Facilities. Each year thereafter, Lessee agrees to provide Lessor with proper Insurance Certificate renewal.

8. **Hold Harmless.** All costs associated with the Antenna Facilities and use of the Property and Premises for installation, repair and maintenance of the Antenna Facilities shall be the sole responsibility of the Lessee. Lessee assumes responsibility and liability for any injury or damage to the Property or Premises or to any person while Lessee uses the Premises that is caused by or arises out of Lessee's exercise of its rights under this Agreement. Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages (including reasonable attorneys' fees and costs) of any kind or nature arising out of this Agreement, which are attributed, in whole or in part to Lessee's use of the Premises, or to any act or omission of the Lessee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this Agreement. Lessee's indemnification shall not be limited in scope or amount by the insurance coverage of Lessee as described in Section 7, above.

9. **Right to Lease and Warranty of Title.** Lessor warrants that: (i) Lessor has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Lessor has not entered into any agreement with any third party which would unreasonably preclude or limit

Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the property in fee simple and has the right to grant access and use of the Premises; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises as provided in this Agreement.

10. Termination. Lessee may terminate this Agreement for any reason with one year's rent payment of fifteen thousand dollars (\$15,000.00) due to Lessor on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed.

11. Assignment.

(a) Lessee may assign or transfer its rights under this Agreement to any person or business entity which is licensed by the FCC to operate a wireless communications business and which is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee, or purchases all or substantially all of the ownership or assets of Lessee. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

(b) Lessor may assign this Agreement without any requirement for Lessee's consent if the assignee agrees to be bound by all terms and conditions of this Agreement.

12. Notices. Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth below:

Lessor: Tubac Fire District
2227 E. Frontage Rd.
Tubac, Arizona 85646
Attn: Fire Chief

Lessee: Simply Bits, L.L.C.
5225 N. Sabino Canyon
Tucson, Arizona 85750
Attn: Managing Director

Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

13. Amendment. No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

14. Lease Provisions.

(a) This Agreement shall be governed by the laws of the State of Arizona.

(b) All Riders and Exhibits attached hereto are made a material part of this Agreement.

(c) If any provision of this Agreement is deemed invalid or nonenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

(d) This Agreement is contingent on closing of the sale of the tower at Lessor's Peck Canyon location. If that transaction does not close for any reason, this Agreement shall not take effect and the Prior Lease shall remain in effect.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

LESSOR:

Tubac Fire District

By: Mary Dahl
Its: Board Chairman

LESSEE:

Simply Bits, L.L.C.

By: [Signature]
Anthony Casella, Managing Director

Exhibit A
Tower Property Locations List

Name	Address	City	State	Zip
Station #1	2227 E. Frontage Rd P.O. Box 2881	Tubac	AZ	85646
Station #2	1360 W. Frontage Rd	Rio Rico	AZ	85648
Station #3	333 Camino Josephina	Rio Rico	AZ	85648
Station #4	149 Ruta Camaron	Rio Rico	AZ	85648

Exhibit B Antenna Facilities

Tubac 1

Qty	Type	Manufacturer	Model	Size	Height	Address	Frequency (Band)	Trunk
1	Panel	Combiner	PA70410	21'x5'x2'	100'	45, 215, 225, 230	5150-5225 MHz	
1	Water Control/End-Job	Combiner	CA250	24'x70'x10'	25'			
1	Dish	RadioWaves	RP21-31	3' dia x 1' deep	92'	110	11 GHz	
1	Dish	RadioWaves	RP21-40	3' dia x 1' deep	90'	110	11 GHz	
1	Dish	RadioWaves	RP21-41	3' dia x 1' deep	65'	110	11 GHz	
1	Dish	RadioWaves	RP21-41	3' dia x 1' deep	62'	45	11 GHz	
3	Water Control/End-Job					15, 215, 225, 230		

Y means that the equipment is only for TFD services. * denotes equipment that carries a mix of TFD and commercial traffic.

Tubac 2

Qty	Type	Manufacturer	Model	Size	Height	Address	Frequency (Band)	Trunk
1	Reflector	RadioWaves	RP21-40	26'x20'x12'	244'	244	5150-5225 MHz	Y
1	Dish	RadioWaves	RP21-40	1' dia x 1' deep	244'	244	11 GHz	Y

Y means that the equipment is only for TFD services. * denotes equipment that carries a mix of TFD and commercial traffic.

Tubac 3

Qty	Type	Manufacturer	Model	Size	Height	Address	Frequency (Band)	Trunk
1	Panel	Combiner	RP21-40	21'x5'x2'	SW Corner of Top of Roof	90, 210, 230	5150-5225 MHz	
1	Dish	RadioWaves	RP21-31	3' dia x 1' deep	SW Corner of Top of Roof	300	11 GHz	
1	Dish	RadioWaves	RP21-31	3' dia x 1' deep	SW Corner of Top of Roof	150	11 GHz	
1/2	Panel	Combiner	RP21-40	20'x26'x4'	SW Corner of Top of Roof	220	5150-5225 MHz	
1/2	Panel				SW Corner of Top of Roof			

Y means that the equipment is only for TFD services. * denotes equipment that carries a mix of TFD and commercial traffic.

Tubac 4

Qty	Type	Manufacturer	Model	Size	Height	Address	Frequency (Band)	Trunk
1	Reflector	Combiner	RP Performance	26'x20'x12'	Roof	244	5150-5225 MHz	Y

Y means that the equipment is only for TFD services. * denotes equipment that carries a mix of TFD and commercial traffic.