INTERGOVERNMENTAL AGREEMENT
AMONG
SANTA RITA FIRE DISTRICT,
CORONA DE TUCSON FIRE DISTRICT,
RINCON VALLEY FIRE DISTRICT,
TUBAC FIRE DISTRICT
RIO RICO MEDICAL AND FIRE DISTRICT, AND
SONOITA-ELGIN FIRE DISTRICT

AFG REGIONAL GRANT APPLICATION NO. EMW-2025-FG-04826

THIS Intergovernmental Agreement (the "Agreement" or "IGA") is entered into among Santa Rita Fire District, an Arizona fire district ("SRFD" or "Host Agency"), Corona de Tucson Fire District, an Arizona fire district ("Corona"), Rincon Valley Fire District, an Arizona fire district ("Rincon"), Tubac Fire District, an Arizona fire district ("Tubac"), Rio Rico Medical and Fire District, an Arizona fire district ("Rio Rico"), and Sonoita-Elgin Fire District, an Arizona fire district ("Sonoita" and together with Corona, Rincon, Tubac, and Rio Rico, the "Participating Agencies"). The Host Agency and the Participating Agencies are referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, SRFD is applying, as the regional Host Agency, for regional federal funding through the Federal Emergency Management Agency("FEMA") Assistance to Firefighters Grant Program (the "Program") for the purpose of purchasing self-contained breathing apparatus ("SCBAs or the "Equipment"); and

WHEREAS, ""the Program Requirements ("Requirements") for the Program are available through FEMA Go Portal and set out the terms and conditions upon which SRFD will serve as the Host Agency for the grant funding under the Program; and

WHEREAS, each of the Parties has received, reviewed, and accepts the Requirements as a condition to entering into this Agreement and agrees that the Requirements are incorporated into this Agreement by this reference; and

WHEREAS, the Participating Agencies desire to participate with SRFD under the Program and the Requirements for the purchase and use of the Equipment; and

WHEREAS, the Host Agency and the Participating Agencies are all Program eligible organizations; and

WHEREAS, the Host Agency and the Participating Agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. sections 11-952, et seq., and/or 48-805(B)(16)(a), and/or through the actions of their governing bodies; and

WHEREAS, the Host Agency and the Participating Agencies wish to partner under the

Program to protect the health and safety of their first responders and the public they serve.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - TERM AND EXTENSION

This Agreement shall commence on November 1, 2026, and shall terminate when all of the Requirements have been fully satisfied, unless sooner cancelled pursuant to the provisions of this Agreement. Any modification, or extension of the Agreement termination date, shall be by formal written amendment executed by the Parties.

ARTICLE II- SCOPE OF WORK; RESPONSIBILITIES

SRFD will serve as the Host Agency for the grant, and will apply for the grant funding under the Program and, if awarded, will use the grant funding to purchase the Equipment. The Participating Agencies will participate in the grant, pursuant to the Requirements. Each Participating Agency will be responsible to SRFD for paying the Participating Agency's 10% matching share of the cost for the equipment it receives, plus applicable taxes, transportation, and other direct costs. Attached hereto as Exhibit "A" and incorporated herein by this reference, is a spreadsheet which describes the Equipment to be purchased, the estimated costs, and the distribution of the Equipment among the Parties.

The Host Agency and the Participating Entities shall comply with all of the Requirements. As the grant Host Agency, SRFD retains responsibility to comply with the Requirements and will not transfer any responsibility, including financial, to Participating Agencies without consent of the Participating Agency involved.

ARTICLE III - INSURANCE

Each Party is insured as governmental entities and therefore no insurance certificates are required of a Party pursuant to this IGA. However, if a Party uses a contractor or subcontractor to perform services in relation to this Agreement, the Party shall require the contractor or subcontractor to maintain sufficient policies of public liability insurance to cover all of its obligations undertaken in the implementation of this Agreement, including bodily injury, property damage and employer's liability coverage. Any such insurance shall not limit the scope of indemnification set forth in Article IV below.

ARTICLE IV - INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (each, as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This Article shall survive any

termination, expiration, expiration or cancellation of this Agreement.

ARTICLE V - COMPLIANCE WITH LAWS

The Parties shall comply with the Requirements and all other federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The Parties are aware and responsible to ensure that all activities under this Agreement must comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable.

The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in the Superior Court of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

ARTICLE VI - NON-DISCRIMINATION

All Parties shall comply with Executive Orders 2009-09 and 2023-01, which mandate that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. All Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. The Parties shall comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

ARTICLE VII - AMERICANS WITH D ISABILITIES ACT

The Parties shall 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.

ARTICLE VIII - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the terms of which are incorporated into this Agreement by this reference.

ARTICLE IX-NON-APPROPRIATION

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason

the Parties do not receive grant monies for the purpose of maintaining this Agreement. In the event of such termination, the Parties shall have no further obligation to each other except as specifically provided in this Agreement.

ARTICLE X- WORKERS' COMPENSATION

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S.§ 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of its employees.

ARTICLE XI - NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship among the Parties or create any employer-employee relationship among the Parties' employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other Party, including (without limitation) a Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XII – IMMIGRATION LAWS AND E-VERIFY

Each Party warrants compliance with all federal immigration laws and regulations relating to employees and warrant compliance with A.R.S. section 23-214(A), which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of this warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the IGA and the breaching Party may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to audit the documentation of any employee working in relation to this IGA to ensure that the other Parties, or any contractor or subcontractor, are in compliance with this warranty.

ARTICLE XIII - NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of a Party to the Agreement by imposing any standard of care different from the standard of care imposed by law. This IGA does not relieve a Party of any obligation or responsibility imposed upon it by law.

ARTICLE XIV – SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement

found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

ARTICLE XV - ENTIRE AGREEMENT; AMENDMENT

This document constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties. The Parties understand that this Agreement may be modified in the event that FEMA modifies the Requirements or makes adjustments to the amount of funds awarded under the Program.

[***Signatures appear on following pages***]

IN WITNESS THEREOF, the Santa Rita Fire District has affixed its signature to this Agreement on the date written below.

Santa Rita Fire District, EIN # 86-0526018

Tom Allen

Board Chair

Date: 10/28/2026

ATTEST

Clerk of the Board

Date: 10/28/2026

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Santa Rita Fire District

Date: _____

IN WITNESS THEREOF, the Rincon Valley Fire District has affixed its signature to this Agreement on the date written below.

Rincon Valley Fire District, EIN # 86-0494226

_____

Board Chair

Date:_____

ATTEST

_____

Clerk of the Board

Date:_____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Rincon Valley Fire District

Date: _____

IN WITNESS THEREOF, the Tubac Fire District has affixed its signature to this Agreement on the date written below.

Tubac Fire District, EIN # 86-0779112

_____

Board Chair

Date:_____

ATTEST

_____

Clerk of the Board

Date:_____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Tubac Fire District

Date: _____

IN WITNESS THEREOF, the Corona De Tucson Fire District has affixed its signature to this Agreement on the date written below.

Corona De Tucson Fire District, EIN # 86-6086075

_____

Board Chair

Date:_____

ATTEST

_____

Clerk of the Board

Date:_____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Corona De Tucson Fire District

Date: _____

IN WITNESS THEREOF, the Rio Rico Medical and Fire District has affixed its signature to this Agreement on the date written below.

Rio Rico Medical and Fire District, EIN # 86-0530631

_____

Board Chair

Date:_____

ATTEST

_____

Clerk of the Board

Date:_____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Rio Rico Medical and Fire District

Date: _____

IN WITNESS THEREOF, the Sonoita-Elgin Fire District has affixed its signature to this Agreement on the date written below.

Sonoita-Elgin Fire District, EIN # 86-0462908

_____

Board Chair

Date:_____

ATTEST

_____

Clerk of the Board

Date:_____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned, who has determined that this Agreement is in appropriate form and within the powers and authority granted to the public body under the laws of the State of Arizona.

_____

Attorney, Sonoita-Elgin Fire District

Date: _____

Exhibit A

EMW-2025-FG-04826

Distribution of Equipment

PER APPROVED AWARD PACKAGE

	TOTAL	SANTA RITA	RINCON	CORONA	TUBAC	RIO RICO	SONOITA
SCBA	186	65	31	23	24	31	12
Extra Masks	73	39	23	0	1	5	5
RIT Pack	16	3	3	2	3	3	2
SCBA unit price	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Mask unit price	$425.00	$425.00	$425.00	$425.00	$425.00	$425.00	$425.00
RIT Pack unit price	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
SCBA Cost	$1,860,000.00	$650,000.00	$310,000.00	$230,000.00	$240,000.00	$310,000.00	$120,000.00
Mask Cost	$31,025.00	$16,575.00	$9,775.00	$0.00	$425.00	$2,125.00	$2,125.00
RIT pack Cost	$96,000.00	$18,000.00	$18,000.00	$12,000.00	$18,000.00	$18,000.00	$12,000.00
Total	$1,987,025.00	$684,575.00	$337,775.00	$242,000.00	$258,425.00	$330,125.00	$134,125.00
Fed Share	$1,806,386.36	$622,340.91	$307,068.18	$220,000.00	$234,931.82	$300,113.64	$121,931.82
Applicant Share	$180,638.64	$62,234.09	$30,706.82	$22,000.00	$23,493.18	$30,011.36	$12,193.18