This Intergovernmental Agreement 0621-01 is entered into pursuant to A.R.S. §§11-951 *et seq*. between the Harquahala Valley Fire District (HVFD) and the Buckeye Valley Fire District (BVFD). The aforementioned agencies shall hereinafter be known collectively as the “Parties” and individually as “Party.”

**RECITALS**

1. The Parties maintain and operate shared staffing and operations for ambulance services that will operate out of the Harquahala Valley Fire District starting July 1st, 2021.

2. The Parties wish to ensure that their agreement benefits both fire districts by providing a service enhancement and improving both districts’ customer service.

3. Arizona Revised Statutes (“A.R.S.”) § 11-952 allow public agencies such as the Parties to exercise any powers common to the Parties jointly and may enter into intergovernmental agreements such as this one.

4. For these reasons, the Parties believe that it is in their mutual best interests and that of the citizens of the BVFD and the citizens of the HVFD to make a shared staffing and shared operations agreement between the two fire districts for a 6-month pilot program.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants and promises contained below and for other good and valuable consideration, the Parties agree as follows:

**TERMS**

1. Recitals. The foregoing recitals are incorporated into this agreement and made a part of it by this reference.

Purpose. The Parties desire to enter into this agreement for the purpose of ensuring that an improvement in emergency medical response, treatment, and transportation of citizens located in the Harquahala Valley portion of the BVFD Certificate of Necessity (CON). The pilot program will help to determine if the proposed recitals are met and both fire districts benefit from the agreement. A secondary goal is to enhance community wildland and fire response by co-staffing the units.

1. Responsibilities. The core responsibilities of each of the parties to the agreement are set forth below:

2.1 Each Party shall provide one full-time employee or one part-time employee to staff the unit daily.

The commitment when staffed is preferred to be a 48-hour shift, with an assurance of at least a 24-hour minimum shift per employee. Advanced Life Support (ALS) personnel will be provided by HVFD. BVFD will provide a Basic Life Support (BLS) non-firefighter (Civilian Medical Services Member) as the driver for unit.

2.2 HVFD will receive a $125.00 stipend per transport (upon successful receipt of payment for the transport, payable to HVFD. Stipends will only be paid to HVFD on successful collection of transport revenue).

2.3 BVFD will provide the CON, ambulance, maintenance, and fuel. HVFD will provide a Type 6 Brush truck for fire responses along with maintenance and fuel.

2.4 HVFD will provide the housing and the associated housing costs such as electric, maintenance, and water usage to a building that will be located within the HVFD’s meets and bounds.

2.5 BVFD will provide inspections, maintenance, and other usage as required by Arizona Department of Health Services (ADHS) associated with maintaining the CON and the ambulance.

2.6 BVFD will provide an initially stocked ambulance including EMS supplies, EPCR devices, and backboards. HVFD will provide all ALS equipment including drug box, monitor, airway box and trauma box. HVFD will maintain restock of all supplies utilized on the incidents that do not result in transport. All restocked pharmaceuticals including narcotics at any receiving facility will be billed and paid for by BVFD.

2.7 BVFD will provide EMS related certification training for HFVD employees and training specific to ambulance operations including Target Solutions modules and services. HVFD will be charged $105.00 per year per employee for Target Solutions. HVFD will be able to attend ALS and BLS refreshers free of charge, except for the cost of Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and CPR cards. HVFD will reimburse BVFD for those cards.

2.8 BVFD and HVFD will provide a liaison from each district to handle any concerns and ensure valid processes and procedures are in place that reinforces a shared responsibility by each district including any Union representation practices.

2.9 Either Party can declare the ambulance unit out of service for a 24-hour shift based on either Parties needs with 12-hour notice.

2.10 BVFD will be responsible for billing, collections, or other associate reimbursement expenses and therefore are entitled to all revenues generated by the agreement minus the $125.00 Stipend per transport for HVFD ALS Personnel.

2.11 Each Party will be responsible for maintaining all response records in accordance with their district’s practices.

2.12 Each Party will pay their personnel that staff the unit in accordance with their own district pay and benefits policies. BVFD will be responsible for any personnel assigned by BVFD and HVFD will be responsible for any personnel assigned by HVFD (including such items as wages, health benefits, workers compensation, liability insurance, disability insurance, Arizona Public Safety Personnel Retirement System (APSPRS), Arizona State Retirement System (ASRS), federal, state, and local employer withholding taxes and any other related benefits, compensation or retirement programs offered by each Party.

1. Duration and Cancellation of Agreement.
   1. Duration. This Agreement shall become effective upon the date executed below by the Parties hereto and shall remain in effect for six (6) months, unless otherwise terminated by the terms of this Agreement or operation of law. At the end of the six (6) month pilot program, or just prior to, the district will enter into a new agreement or let the program expire.

* 1. Cancellation without Cause. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Party to the Agreement.

1. Indemnification. To the fullest extent permitted by law, each Party (as “Indemnitor”) its successors, assigns and guarantors, shall defend, indemnify and hold harmless the other Party (as “Indemnitee”) and any of their elected or appointed officials, agents or employees from and/or against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, personal injury and wrongful death claims, losses, expenses, penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the Indemnitees by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by one or more of the Indemnitor, or any of its subcontractors, or anyone directly or indirectly employed by any of the Indemnitors or anyone for whose acts any of the Indemnitors may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Indemnitors and subcontractor’s employees.
2. Contract Administrators. The Contract administrator for the BVFD is Mark Burdick, Fire Chief or his successor or designee. The Contract administrator for the HVFD is Jeff McMenemy, Fire Chief or his successor or designee. The Contract Administrators will be responsible for the administration of the Agreement for the respective Parties, and they will communicate and coordinate, as necessary.
3. Workers’ Compensation. Pursuant to A.R.S. §23-1022(D), for the purposes of workers’ compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers’ compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers’ compensation and related benefits.
4. Additional provisions.

* 1. Nondiscrimination. The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations. No Party shall engage in any form of illegal discrimination, including but not limited to discrimination based on race, religion, gender, sexual orientation, gender identity, age, national origin, or political affiliation.
  2. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that counterpart shall have to be signed and executed in accordance with that Party’s practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
  3. Entire agreement. This Agreement contains the entire understanding of the Parties hereto as to its subject matter. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.
     1. Upon amendment of the Agreement, if any, references to “Agreement” shall mean the Agreement as amended by any subsequent amendment(s).
     2. If, after the effective date of any subsequent amendment(s), the Parties find it necessary to refer to the Agreement in its original, unamended form, they shall refer to it as the “Original Agreement.” When the Parties mean to refer to any specific amendment to the Agreement as if it were unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.
  4. Governing Law. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.
  5. Cancellation. In addition to the termination and cancellation provisions in Section 11, the Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
  6. Severability. If any provision of this Agreement is declared invalid, illegal, or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force and effect.
  7. Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

1. Compliance with E-Verify Program.
   1. To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).
   2. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching Party to penalties up to and including termination of this Agreement.
   3. All the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
   4. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
   5. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
   6. The provisions of this section must be included in all contracts that any Party enters with all of its contractors or subcontractors who provide services under this Agreement.
2. Notices. Any notices required or permitted to be given hereunder by either Party to the other may be given by the personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the Parties at the address appearing below, but each party may change such party’s address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the actual receipt; mailed notices will be deemed communicated as of three (3) days of mailing. Notices shall be addressed as follows:

To BVFD to the attention of:

Mark Burdick

Fire Chief

Buckeye Valley Fire District

6213 S Miller Rd. Ste 112

Buckeye AZ. 85326

Phone: 623 386-5906

To HVFD to the attention of:

Jeff McMenemy

Fire Chief

Harquahala Valley Fire District

51501 W Tonto Street

Tonopah AZ. 85354

Phone: 928 372-2249

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

**FOR:**

**Buckeye Valley Fire District: Harquahala Valley Fire District:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Melanie Hardy Charles Main

Board Chair Board Chair

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Roger Wallace Larry Deneen

Board Clerk Board Clerk

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mark Burdick Jeff McMenemy

Fire Chief Fire Chief

**Attest:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Barry M. Aylstock

BVFD Attorney