

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
PALOMINAS FIRE DISTRICT AND CITY OF BISBEE
REGARDING EMS EQUIPMENT AND EMS PERSONNEL**

This Intergovernmental Agreement by and between Palominas Fire District and City of Bisbee, a political subdivision of the State of Arizona, Regarding Ambulance Equipment and EMS Personnel (the "Agreement") is entered into effective as of July 1, 2015 (the "Effective Date").

Recitals

- A. The City of Bisbee ("Bisbee") operates a fire department pursuant to the City Code, the City Charter and state law.
- B. The Palominas Fire District ("Palominas") is a duly formed Arizona fire district.
- C. Both Bisbee and Palominas provide fire suppression services, rescue services, and advanced life support ("ALS") and basic life support ("BLS") emergency medical services (collectively "Emergency Services") to their respective communities.
- D. Bisbee operates a ground ambulance transportation service pursuant to Certificate of Necessity #100 as issued by the Arizona Department of Health Services Bureau of Emergency Medical Services ("Bisbee's CON").
- E. Bisbee desires access to an additional ground ambulance.
- F. Bisbee desires access to additional EMS personal.
- G. Palominas does not have a CON and does not operate ground ambulance transportation service.
- H. Palominas has acquired a transport capable rescue truck described more particularly on the attached Exhibit A (the "Rescue Unit") for the purpose of providing rescue services within Palominas' jurisdictional boundaries.
- I. Palominas has adopted a Resolution establishing a fee schedule pursuant to A.R.S. Sec. 48- 805(13) for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services (the "Palominas Fee Schedule").
- J. The Rescue Unit is regularly assigned to Palominas Fire Station #191 located at 9903 S. Palominas Road, Hereford, Arizona, with the back-up Rescue Unit located at one of the three other Palominas Fire Stations.
- K. Bisbee and Palominas are each familiar with the personnel, equipment, apparatus and services each provides.

- L. Bisbee and Palominas are located in a geographic proximity that allows effective and efficient cooperation and support to one another in providing Emergency Services to their respective communities and are currently parties to a MOU and Auto-Aid Agreement.
- M. Bisbee and Palominas each desire to extend their mutual cooperation and support to one another for EMS equipment and EMS personnel upon the terms and conditions as set forth in this Agreement.
- N. Bisbee and Palominas have each determined it is in their respective best interests to enter into this Agreement.
- O. Bisbee and Palominas desire to jointly exercise their powers pursuant to A.R.S. Sec. 11-952. Palominas is authorized to enter this Agreement pursuant to A.R.S. Sec. 48-805.

Now, for valuable consideration of the mutual promises and covenants as set forth in this Agreement, Bisbee and Palominas agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement.
2. **Effective Date.** The Effective Date of this Agreement is as of July 1, 2015.
3. **Duration.** This Agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically for additional one year periods; provided, however, that either party may terminate this Agreement without cause upon sixty (60) days notice to the other party; and provided further that either party may terminate this Agreement for cause, including breach of this Agreement, after first giving notice to the other party and attempting to resolve any such breach through negotiation and discussion between the Palominas Fire Chief and Bisbee City Manager.
4. **Budget.** Each Party represents and warrants that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either Party fail to obtain continued funding during the term of this Agreement through a failure of appropriate or approved or funds or through other legal means, then this Agreement shall terminate.
5. **Bisbee's Obligations.**
 - a. Bisbee shall cause the Rescue Unit to be inspected and shall obtain a Certificate of Registration of the Rescue Unit as a Bisbee Ground Ambulance for purposes of using the Rescue Unit as a Bisbee Ground Ambulance within Bisbee's CON in compliance with the Arizona Department of Health Services.
 - b. Bisbee shall cause the Rescue Unit to be insured as a Bisbee Ground Ambulance.

- c. Any ambulance transport or ambulance treatment the Bisbee Ground Ambulance under the Bisbee CON shall be billed and governed by the statutes and regulations as enforced by the Arizona Department of Health Services.
- d. Bisbee shall take all steps necessary or reasonably required to insure that any dispatch of the Bisbee Ground Ambulance will be limited to the Bisbee CON and any Mutual or Auto-Aid with another CON provider.
- e. Bisbee shall take all steps necessary or reasonably required to comply with all requirements of the Bisbee CON and the Arizona Department of Health Services.

6. Palominas Obligations.

- a. Palominas shall provide quarters to house the Rescue Unit and crew at Palominas Fire Station #191.
- b. Palominas shall take all steps necessary or reasonably required to insure that any dispatch of the Rescue Unit that is within the jurisdictional boundaries of Palominas or pursuant to a Palominas Mutual Aid or Auto-Aid Agreement shall be a Rescue Unit and not as a Bisbee Ground Ambulance.

7. Joint Staffing.

- a. Bisbee and Palominas jointly shall use their best efforts to staff the Rescue Unit (Bisbee Ground Ambulance) with one Bisbee employee and one Palominas employee.
- b. Bisbee and Palominas shall devise and implement operational protocols to further the purposes of this Agreement, to be approved by the Palominas Fire Chief and the Bisbee City Manager or his designee.

8. Reporting. Not later than the 1st day of each calendar month, the Parties shall prepare and exchange the following reports:

- a. Bisbee shall report the dispatch, staffing, billing and receivables for the Rescue Unit (Bisbee Ground Ambulance).
- b. Palominas shall report the dispatch, staffing and any billing and receivables for the Rescue Unit pursuant to the Palominas Resolution adopting a Fee Schedule pursuant to A.R.S. Sec. 48- 805(13) for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services.

9. Reimbursement.

- a. For each transport of the Rescue Unit (Bisbee Ground Ambulance) that is dispatched from Station 191 that uses a Palominas employee, Bisbee shall

reimburse Palominas 50% of the net amount received by Bisbee for any transports in which the Rescue Unit is called pursuant to paragraph five (5).

- b. Payment shall be delivered to Palominas not later than the 10th day of each calendar month.
10. **Cooperation.** Bisbee and Palominas shall each take all acts necessary or reasonably necessary to cooperate with the other to effect the terms and conditions of this Agreement.
11. **Scope of Relationship.** Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between the Parties and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
12. **Employees.** Each party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of each party shall be considered employee or joint employee of the other party. Each party's employees shall not be entitled to employment benefits or any compensation from the other party.
13. **Termination.** This Agreement may be terminated by either Party providing 20 days prior written notice of termination, for the following reason:
- a. Upon Bisbee's loss or suspension of the Bisbee CON;
 - b. Pursuant to the provisions of A.R.S. 38-511 (A)-(G) as may be amended from time to time; or
 - c. Upon mutual agreement of the Parties
14. **Notices.** Notices shall be delivered to the addresses as set forth below. Notices are deemed to be received 24 hours after they are transmitted via telefax or are deemed received immediately if provided by hand delivery.

To Bisbee Fire District
Attn. Fire Chief
1 92 State Hwy. 92
Hereford, Arizona 85615

To Palominas Fire District
Attn. Fire Chief
1 0202 State Hwy. 92
Hereford, Arizona 85615

15. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other, its officials, officers, employees and agents, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage liability to a limit of not less than \$1,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above.

16. Compliance with Legal Authorities.

- a. The Parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the rules and regulations of the AZDHS.
- b. The provisions of A.R.S. 41-1463 and Executive Orders 99-4 and 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- c. This Agreement is subject to 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.

17. Workers' Compensation Coverage. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, only for purposes of A.R.S. 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall comply with the employee notice provisions of A.R.S. 23-906(0) and 23-1022(F).

18. Binding Effect. This Agreement shall be binding upon and enforceable by the Parties, their heirs, executors, administrators, personal representatives, successors, successors in interest, and assignees.

19. Amendments. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the Parties against whom enforcement thereof may be sought.

20. Paragraph Headings. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.

21. Interpretations. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

22. Entire Agreement. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.

23. Construction. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.

24. **Governing Law.** This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Cochise County, Arizona.

25. **Attorney's Fees and Costs.** Should it become necessary to retain legal counsel to enforce any provisions of this Agreement, the Parties hereto agree that the prevailing Party shall be entitled to the award of reasonable attorney's fees and other costs.

CITY OF BISBEE

PALOMINAS FIRE DISTRICT

By: *Ron Oertle* 6-17-15
Ron Oertle, Mayor Date

By: *R. Montgomery* 6-26-15
R. Montgomery Date

ATTEST:

ATTEST:

Ashtee Williams 6-17-15
Ashtee Coronado, City Clerk Date

Monique Renee Townsend 6-26-15
Date



The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

ATTORNEY FOR BISBEE

ATTORNEY FOR PALOMINAS

Britt Hanson 06/15/15
Britt Hanson Date

Britt Hanson for Donna M. Aversa
Donna M. Aversa Date