

INTERGOVERNMENTAL AGREEMENT
BETWEEN TOWN OF TUSAYAN AND
TUSAYAN FIRE DISTRICT

This intergovernmental agreement ("Agreement") is entered into_____, between the Town of Tusayan ("TOWN") an Arizona municipal corporation and the Tusayan Fire District ("DISTRICT"), a political subdivision of the State of Arizona, created pursuant to A.R.S. § 48-261. The Town of Tusayan and the Tusayan Fire District may be referred to as a Party, or collectively, as parties in this Agreement.

RECITALS

- A. The DISTRICT operates, manages, and maintains fire and emergency medical services.
- B. The TOWN, an Arizona municipal corporation, seeks to obtain fire and emergency medical services for the residents within its incorporated boundary.
- C. The TOWN desires to partner with the DISTRICT in the provision of those services by providing funding to augment DISTRICT staffing levels and increase the service level provided to residents and visitors to the TOWN. The TOWN also desires to obtain the best ISO rating to provide local businesses the most cost effective insurance rates.
- D. The DISTRICT is authorized to enter into agreements to provide fire protection and emergency medical services to the Town pursuant to A.R.S. § 48-805.

NOW, THEREFORE, pursuant to A.R.S. § 11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement.

This Agreement shall become effective upon execution by the parties. The term of this agreement shall be for five fiscal budget years, FY 2021 through FY 2025. This agreement may be renewed for an additional five year term by mutual agreement of the TOWN and the DISTRICT.

The DISTRICT shall have the right to terminate this Agreement upon written notice thereof to the TOWN in the event the TOWN fails to make payment due to the DISTRICT under this Agreement within thirty (30) calendar days after receiving written notice from the DISTRICT that such payment is due.

The TOWN shall have the right to terminate this Agreement without cause after providing at least ninety (90) days' written notice to the DISTRICT. Upon termination without cause, the DISTRICT shall be paid for all undisputed services performed to the termination date.

2. Method of Payment.

The DISTRICT shall provide the TOWN with a written invoice annually for the cost of reimbursement. An annual (Fire-Board approved) budget, monthly DISTRICT Treasurer's Report, and annual DISTRICT 3rd party Audit Report will provided to the TOWN by the DISTRICT. All records including invoices, employee time sheets, and accounting logs shall be retained in compliance with A.R.S. § 35-214.

The TOWN shall make payment in full within thirty (30) days after receiving a written invoice from the DISTRICT.

3. Compensation.

(a) Annual Compensation. The DISTRICT will be solely responsible for hiring and supervising the SUPPLEMENTAL STAFF. The TOWN agrees to provide funding of at least \$200,000 and up to \$450,000 ("Town Funds") to the DISTRICT for the fiscal year, beginning July 1, 2021. Any funds exceeding the \$450,000 could be considered donations, to be used for required DISTRICT expenses, including but not limited to fire engine/apparatus, maintenance and supplies.

(b) Additional Equipment Compensation. The TOWN agrees to provide additional payment, up to the amount of \$500,000 to fund the purchase of equipment. This payment shall be delivered by the TOWN to the equipment supplier(s) within the terms of the purchase agreement between the DISTRICT and the equipment supplier(s). The DISTRICT agrees that any Fire Apparatus purchased with these funds will be designed with specifications that will best serve the needs of the residents of the TOWN and DISTRICT. Please see Appendix B for a list of the specifications to be sought for the Fire Apparatus. If the new Fire Apparatus is later sold, those funds shall be reinvested by the DISTRICT into the purchase of equipment.

4. Indemnification. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "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, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. The Parties hereto agree that the DISTRICT will provide the provide fire and emergency response services and ancillary services to the TOWN. A representative list of services to be provided are attached hereto as Appendix A. The Parties hereto agree that the DISTRICT will continue to provide service to all areas within the boundaries of the TOWN, as long as the road conditions permit access for the Fire Apparatus [i.e. Fire Engine, Ladder Truck, Ambulance, Rescue, Tanker, or other associated DISTRICT fire vehicles]. The DISTRICT's incident commander shall have sole discretion to determine whether the road conditions permit access. The Parties hereto agree that the DISTRICT will not bill residents of the TOWN for services provided by the DISTRICT while this IGA is in effect.

6. Dispute Resolution.

6.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the

Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if any indispensable party is unwilling to join the mediation.

6.2 Legal Action. This mediation provision is not intended to constitute a waiver of a party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure. The parties agree that mediation under this Section 5 shall not toll the Notice of Claim requirements of A.R.S. § 12-821.01.

6.3 Litigation and Attorney Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

7. Notices.

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the party to be notified:

If to DISTRICT:

Tusayan Fire District Board
C/O Greg Brush, Fire Chief
Tusayan Fire District
PO Box 3625
Grand Canyon, AZ 86023

If to TOWN:

Tusayan Town Manager
Town of Tusayan
PO Box 709
Grand Canyon, AZ 86023

8. General Provisions.

8.1 Authorization to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligation under this Agreement and has taken all required acts or actions necessary to authorize the same.

8.2 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral, or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties, and any modification or amendment will become effective on the date so specified.

8.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. 38-511, either the TOWN or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

8.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

8.5 Non-Discrimination. The parties shall comply with the provisions of the Arizona Executive Order 2009-09 which is incorporated by reference as if fully set forth in this Agreement.

8.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. 41-4401, each Party warrants to the other Party that the warranting Party and its subcontractors, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the right to inspect the papers of any employee of the other Party or any subcontractor who works on this Agreement to ensure compliance with this warranty.

8.7 Compliance with All Laws. Both Parties will comply with all applicable Federal, State, County and Town laws, regulations and policies.

Town of Tusayan

Tusayan Fire District

Mayor

Chairperson

Attest:

Attest:

TOWN Manager

DISTRICT Chief

Attorney's Approval:
Approved, pursuant to A.R.S. § 11-952(D),
as being in proper form and with the powers

Attorney's Approval:
Approved, pursuant to A.R.S. § 11-952(D),
as being in proper form and with the powers

and with the powers and authority granted
under the laws of this State.

TOWN Attorney

and with the powers and authority granted
under the laws of this State.

Attorney for the DISTRICT