

RESOLUTION NO. 2025-009

A RESOLUTION OF THE GOVERNING BOARD FOR THE NORTHWEST FIRE DISTRICT ["NWFD"] APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH DREXEL HEIGHTS FIRE DISTRICT ["DHFD"] CONCERNING BACKUP SUPPORT FOR AMBULANCE TRANSPORTATION SERVICES.

WHEREAS, NWFD and DHFD are Arizona Fire Districts, organized under and existing pursuant to Title 48, Arizona Revised Statutes; and

WHEREAS, NWFD is an internationally accredited emergency medical, fire and rescue entity; and

WHEREAS, pursuant to existing agreements between them, NWFD and DHFD cooperate in various activities with the intent of enhancing service and value for their respective communities; and

WHEREAS, NWFD and DHFD are geographically close to one another and desire to cooperate and provide high-quality ambulance transportation and emergency medical services to their residents and the visiting public; and

WHEREAS, NWFD is the holder of a current Certificate of Necessity, No. 138, issued by the Arizona Department of Health Services [AZDHS], which authorizes NWFD to provide emergency ambulance transportation services within an area which includes its territorial jurisdiction; and

WHEREAS, DHFD is the holder of a current Certificate of Necessity, No. 11, issued by AZDHS, which authorizes DHFD to provide emergency ambulance transportation services within an area which includes its territorial jurisdiction; and

WHEREAS, NWFD and DHFD wish to jointly exercise their powers pursuant to A.R.S. 11-952 and A.R.S. 48-805 (B)(17)(a), and enter into an agreement, concerning each Party's commitment to providing backup ambulance transportation services within the other Party's service area, as contemplated by A.A.C. R9-25-907 (2) and R9-25-901(5).

WHEREAS, the Governing Board of the NWFD has reviewed the terms and conditions of the Agreement and finds that entering into it is in the best interests of the NWFD and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Northwest Fire District that the Intergovernmental Agreement, attached hereto as Exhibit "A", is hereby adopted, and District officers and staff are hereby authorized to execute the Agreement and take all steps necessary and proper to carry out its purposes.

PASSED and ADOPTED by the Governing Board of the Northwest Fire District at a duly noticed meeting held on April 22, 2025, by a majority of a quorum of the Governing Board members.

George Carter
Board Chair

Peg Green
Clerk of the Board

Thomas Benavidez
District Attorney

EXHIBIT A
[Intergovernmental Agreement Must Be Attached]

EXHIBIT A
Intergovernmental Agreement

1. Effective Date and Duration of Agreement.

1.1. The effective date of this Agreement shall be June 1, 2025, and shall supersede any prior or existing ambulance backup agreements between NWFD and DHFD.

1.2. This Agreement shall automatically renew each year, unless terminated pursuant to Article 7.

2. Budget.

2.1. Each Party represents 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 appropriation or approval of funds, or through other legal means, then this Agreement shall be deemed to terminate by operation of law.

3. Cooperation.

3.1. The Parties will do the following:

3.1.1. Each Party agrees to provide backup ambulance transportation services to the other, throughout the requesting Party's territorial jurisdiction, upon request, in accordance with the terms stated below.

3.1.2. Any ambulance transport or ambulance treatment services shall be billed and governed by the statutes and regulations as enforced by the Arizona Department of Health Services. Neither Party shall be liable for payment to the other for ambulance response.

4. Request for Ambulance Backup.

4.1. NWFD may respond to calls for help received from the Fire Chief or other authorized persons in command of, or responsible for, fire protection and

emergency medical service in DHFD provided, however, that response is to be given only when the services of the responding units can be spared by NWFD with a margin of safety, to protect the residents and property of NWFD; and provided further that DHFD agrees not to call for such help unless the need for emergency medical services is of such proportion that it cannot be handled by its equipment or in the event its resources are engaged providing services simultaneously.

4.2. DHFD may respond to calls for help received from the Fire Chief or other authorized persons in command of, or responsible for, fire protection and emergency medical services in NWFD provided, however, that response is to be given only when the services of the responding units can be spared by the DHFD with a margin of safety, to protect the residents and property of DHFD; and provided further that NWFD agrees not to call for such help unless the need for emergency medical services is out of such proportion that it cannot be handled by its equipment or in the event its resources are engaged providing services simultaneously.

4.3. It is understood and agreed that the Fire Chief, or other authorized person, from whom assistance is requested shall be the sole judge of how much of the requested assistance shall be furnished in a given instance, and neither Party is in any way liable to the other or to any other person or entity for failure to give the assistance sought.

4.4. It is understood and agreed that the assisting medical units shall work under the direction of the fire chief or other authorized persons directing the emergency medical service for the Party requesting assistance.

4.5. In the event that a Party, in its sole discretion, determines that its resources are depleted or being depleted, that Party may request the other to respond into its service area by contacting the other Party's communications center and advising the communications personnel of the need for resources.

4.6. It is understood and agreed by the Parties that neither of them may request backup under this Agreement:

4.6.1. When the need for help arises due to the requesting Party providing services outside of its jurisdictional limits pursuant to a contracted wild land

fire deployment or similar agreement; or

4.6.2. Under any other circumstances where the requesting Party has committed its resources outside of its service area to the point that it cannot provide basic services within its service area.

5. Response to Request for Backup.

5.1. Upon receiving a request for backup, a Party shall immediately evaluate whether it is able to respond to such request and shall immediately notify the Party making such request as to whether it will be responding. The determination of the Party to respond shall remain within that Party's sole discretion based on its own evaluation of the resources available at a given time.

6. Authority for Request and Response.

6.1. The determination to request backup or to respond to a request for backup shall be made by the fire chief or other authorized persons in command of, or responsible for, fire protection and emergency medical services for each respective Party. Response may be given only when the services of the responding units can be spared by the respective Party within a margin of safety to protect its residents and property. The fire chief or other authorized command officers from whom backup is requested shall be the sole judge of the resources to be furnished and neither Party is in any way liable to the other or to any other person or entity for giving or failing to give the backup requested. Each Party's personnel, in responding to a request for backup, shall respond pursuant to established incident protocols, as may be set forth or amended from time to time.

7. Termination.

7.1. This Agreement may be terminated by either Party by providing 30 days prior written notice of termination. This Agreement may also be terminated for the following reasons:

7.1.1. Upon either Party's loss or suspension of its Certificate of Necessity to provide ambulance transportation services as described herein; or

7.1.2. Pursuant to the provisions of A.R.S. 38-511 (A)-(G) as may be amended

from time to time.

8. Notices.

8.1. Notices are deemed to be received 48 hours after they are placed in the U.S. Post, First Class, prepaid, and addressed to the Office of the Fire Chief. Notices are deemed to be received 24 hours after they are transmitted via telefax to the Office of the Fire Chief. Notices are deemed received immediately, if provided by hand delivery to the Office of the Fire Chief.

9. Indemnification.

9.1. 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, liabilities, claims, suits, demands, expenses, subrogation, attorneys' fees, experts' fees, or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage occasioned through the performance of and during the term of this Agreement for acts or omissions of such indemnifying Party. This section shall survive any cancellation or termination of this Agreement.

10. Insurance.

10.1. Each Party represents that it shall maintain for the duration of this Agreement, policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement, providing bodily injury limits of not less than \$2,000,000.00 for any one person, of not less than \$3,000,000.00 for any one occurrence, and property damage liability to a limit of not less than \$2,000,000.00. The insurance limits set forth above shall not be deemed to limit the scope of indemnification set forth above. A Party may satisfy these requirements with an equivalent program of self-insurance, approved by the other Party.

11. Compliance with Legal Authorities.

11.1. 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.

11.2. The provisions of A.R.S. 41-1463 and Executive Orders 99-4, 2009-09 and 2023-01 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement. Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement.

11.3. 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.

12. Workers' Compensation Coverage.

12.1 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(D) and 23-1022(E).

13. Binding Effect.

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

14. Amendments.

14.1 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.

15. Paragraph Headings.

15.1 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.

16. Interpretations.

16.1 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.

17. Entire Agreement.

17.1 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.

18. Construction.

18.1 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.

19. Governing Law.

19.1 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 Pima County, Arizona.

20. Attorney's Fees and Costs.

20.1 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.

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

George Carter, Board Chair

Date _____

ATTEST

Peg Green, Clerk of the Board

Date _____

Pursuant to AR.S. § 11-952, the undersigned attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Thomas Benavidez, District Attorney, Northwest Fire District

Date _____

[Signature blocks for Drexel Heights Fire District follow]

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

XXX, Board Chair

Date _____

ATTEST

XXX, Clerk of the Board

Date _____

Pursuant to AR.S. § 11-952, the undersigned attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

XXX, District Attorney, Drexel Heights Fire District

Date _____

[Signature blocks for Northwest Fire District follow]