

INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES
RESPONSE

This Intergovernmental Agreement is made this _____ day of _____, 2017, by and between the City of Peoria, Arizona, an Arizona Charter City and municipal corporation referred to as “Peoria” and the City of Glendale, Arizona, an Arizona Charter City and Municipal Corporation, referred to as “Glendale,” and the Sun City Fire District, a special taxing district organized under the laws of the State of Arizona referred to as “Sun City” (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Peoria has entered into an Agreement with the Desert Diamond Casino, an enterprise of the Tohono O’odham Nation, a Native American Nation, referred to as “Tohono O’odham” to provide its property near the corporate limits of Peoria with Fire and Emergency Medical Services Response;

WHEREAS, Peoria operates a full service Fire and Medical Department providing Fire Protection, Fire Suppression, Fire Inspection and Emergency Medical Service and has applied for a Certificate of Need and Necessity from the Arizona Department of Health Services to provide Ambulance Service, all of which are referred to collectively as “Fire and Medical Services”;

WHEREAS, Tohono O’odham desires to obtain Fire and Medical Services from Parties for its property and the Parties are willing to provide such Fire and Medical Services, the Parties are setting forth the terms and conditions under which such services shall be provided in this agreement (referred to as the “Agreement”); and

WHEREAS, Peoria, Glendale and Sun City are members of the Phoenix Regional Automatic Aid Consortium pursuant to an intergovernmental agreement, referred to as “Automatic Aid” and that under Automatic Aid, the closest available unit regardless of jurisdiction may be dispatched to an emergency event and that Peoria desires to include the property which is the subject of the Agreement with the Tohono O’odham in the Automatic Aid response and that Glendale and Sun City may be required to render that response.

In consideration of the mutual benefits and obligations set forth in this agreement, the Parties agree as follows:

I. SERVICE LOCATION

The Service Location of the Tohono O’odham property that receives Fire and Medical Services pursuant to the agreement with Peoria is real and personal property of Leased or occupied by Owner, which is located at 9431 West Northern Avenue, Glendale, Arizona 85305, which is commonly referred to as the Desert Diamond West Valley Casino and Entertainment facility (“Subject Property”).

II. DURATION OF SERVICE

This Agreement shall remain in force until May 31, 2017.

III. FEE

- A. Peoria shall submit written bills to Tohono O’odham for all service calls under this Agreement per the attached Schedule A. Peoria shall reimburse each responding Party on a monthly basis per Schedule A.
- B. Peoria agrees to pay the Parties all amounts due under this Agreement within ninety (90) days after receiving an itemized billing for the Fire and Medical Services.

IV. TERM

This Agreement shall automatically terminate on May 31, 2017 at 11:59 p.m. No extension or modification of this Agreement shall be valid, except in writing signed by all Parties to the Agreement.

V. CONDITIONS OF PROVIDING SERVICE

- A. Fire and Medical Services under this Agreement shall be provided in accordance with adopted codes of Peoria, Glendale, or Sun City based on the responding unit and the adopted International Fire Code of each City.
- B. All of the Parties to this Agreement are members of the Phoenix Regional Automatic Aid Agreement, during the term of this Agreement. Each Party may enter the Tohono O’odham property pursuant to the Tohono O’odham agreement with Peoria. The Parties acknowledge that under the Regional Response System, the actual responding unit will be the physically closest available unit regardless of jurisdiction.
- C. Each Party shall have sole discretion in the assignment of personnel, resources and equipment that will answer each alarm, provided that protection will be in a reasonably similar manner to that provided within the jurisdiction of that Party, taking into account location, station location nature of calls and other factors in the discretion of the Fire and Medical Services Department of that Party.
- D. The assignment of personnel, resources and equipment may be subject to each Party’s obligations as a Member of the Phoenix Regional Automatic Aid Agreement.
- E. All responses pursuant to this Intergovernmental Agreement shall be in accordance with the terms of the Phoenix Regional Automatic Aid Agreement and the Regional Automatic Agreement provisions for responses shall govern this Agreement.

VI. INDEMNIFICATION

- A. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless each

other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage that arises out of or results from the Fire and Medical Services, 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.

- B. Peoria further agrees to indemnify, defend, and hold harmless each Indemnitee from and against any and all Claims by non-parties, Desert Diamond Casinos & Entertainment and Tohono O'odham Nation, its enterprises, officers, officials, agents, employees, or volunteers arising out of bodily injury of any person (including death) or property damage.
- C. Peoria is not required to indemnify any Indemnitee for, from, or against any Claims resulting from the Indemnitee's sole negligence or other fault solely attributable to the Indemnitee.
- D. Notwithstanding any other term of this Agreement, this Section VI shall survive the expiration and/or termination of this Agreement.

VII. GENERAL PROVISIONS

- A. The provisions of A.R.S. §38-511 pertaining to conflicts of interest by public employees in the negotiation of the terms of this Agreement and permitting cancellation of the Agreement by the City are applicable.
- B. The terms and conditions of this Agreement shall not be further amended or modified by the Parties except in writing signed by all Parties.
- C. This Agreement may be signed in counterpart, and the fully executed counterparts shall together constitute an original agreement.
- D. Nothing contained in this Agreement will create any partnership, joint venture or agency relationship between any Party to this Agreement. Except as explicitly provided herein, no term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.
- E. The Parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA), as amended. Each Party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

- F. If any provision of this Agreement is declared void or unenforceable, this Agreement is voidable by any Party.
- G. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.
- H. This Intergovernmental Agreement shall commence upon filing with the Maricopa County Recorder's Office and shall continue in force until terminated pursuant to its terms.
- I. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.
- J. If either party commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to receive from the other party all reasonable attorneys' fees and costs (including expert witness fees, costs of tests and analyses, travel and accommodation expenses, photocopies, deposition and trial transcript copies, court costs and other similar costs of litigation), the reasonableness of which shall be fixed by the court and not by a jury.

In witness, each Party to this Agreement has caused it to be executed on the date indicated below.

City of Peoria, Arizona
 An Arizona Municipal Corporation

Dated: _____

 By: Carl Swenson
 Its: City Manager

Attest:

 Rhonda Geriminsky, City Clerk

Approved as to Form:

 Stephen J. Burg, City Attorney

Dated: _____

City of Glendale, Arizona

An Arizona Municipal Corporation

By: Kevin R. Phelps
Its: City Manager

Attest:

Julie K. Bower, City Clerk

Approved as to Form:

Michael Bailey, City Attorney

Dated: _____

Sun City Fire District

An Arizona Special Taxing District

By:

Its:

Attest:

District Board, Secretary

Approved as to Form:

District Counsel