



Resolution

NO. 941

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS,
ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SAN LUIS, ARIZONA AND CITY OF SOMERTON, ARIZONA
FOR AMBULANCE RENTAL

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with City of Somerton for the rental of its rescue vehicle to be used by the City of Somerton as an ambulance; and

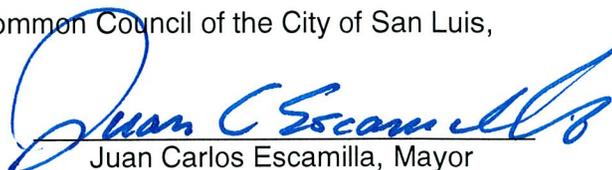
Whereas, both the Cities of Somerton and San Luis desire to enter into an intergovernmental agreement for the purpose of the joint exercise of power to be able to effectively provide for needed and necessary emergency and rescue services to their communities;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement for Rental of Ambulance, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said amendment on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 22nd day of June, 2011.

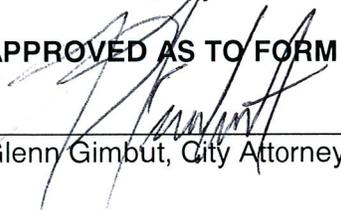

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR RENTAL OF AMBULANCE

THIS INTERGOVERNMENTAL AGREEMENT is entered into on the 22nd day of June, 2011 by and between the City of Somerton, Arizona, an Arizona municipal corporation, dba Somerton Fire Department ("Contractor"), and the City of San Luis, Arizona, an Arizona municipal corporation ("City").

RECITALS

- A. Whereas, Contractor holds a Certificate of Necessity for the provision of ground ambulance services within an approved service area that includes most of the developed municipal territory of City; and
- B. Whereas, City desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency ambulance and medical transportation services; and
- C. Whereas, A.R.S. §9-500.20 provides, in part, that a city or town may provide or assist in providing emergency fire or medical services outside of its corporate limits if those services are provided at the request of any fire department; and
- D. Whereas, City has the power to provide emergency rescue service within the municipal limits of City pursuant to the provisions of A.R.S. §36-2217(A)(4); and
- E. Whereas, A.R.S. §11-952 provides that cities may enter into agreements for joint or cooperative action; and
- F. Whereas, Contractor and City desire to enter into this agreement on the terms and conditions hereinafter stated;

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- (a) The term "ALS/BLS Ambulance," as used in this Agreement shall mean an Ambulance that contains advanced life support and/or basic life support systems, as those terms are defined by DHS.

b) The term "Certificate of Necessity", and as may be abbreviated to "CON", shall have the meaning set forth in A.R.S. §36-2201.

(c) The term "DHS," as used in this Agreement shall mean the State of Arizona Department of Health Services.

(d) The term "EMS Service Area," as used in this Agreement, shall mean all areas within the boundaries of the Certificate of Necessity as issued by DHS to Contractor and the geographic boundaries of existing back-up agreements, as provided for in A.A.C. R9-25-907(2), between CON #79 and another certificated ambulance provider.

(e) The term "Ambulance" as used in this Agreement, shall mean vehicles used in the transport of those receiving (Emergency Medical Services) EMS having a certificate of registration pursuant to A.R.S. §36-2212.

2. **Commencement Date.** This Agreement shall commence on the date that all of the following conditions are satisfied:

(a) Final approval of this Agreement by the parties hereto and execution hereof by their authorized agents.

(b) Final approval by the Arizona Department of Health Services.

3. **Term.** The term of this Agreement shall be for four (4) years from the date described in paragraph 2, above, subject to appropriate approvals of the Arizona Department of Health Services, if any. Either party may terminate this agreement upon the giving of thirty (30) days written notice to the other party.

4. **Ambulances and Locations.**

(a) City has acquired an ALS/BLS Ambulance. City shall rent said ambulance to Contractor for the sum of \$22,800.00 dollars per year. Said rent shall be payable at the rate of \$1,900.00 per month beginning on the first day of each month following the date of commencement of this agreement. Contractor shall, at all times, be responsible for all costs of operation and maintenance of said ambulance as hereinafter provided. This ambulance shall be stationed at the main fire station of City. Contractor may also supplement the system with additional non-Dedicated Ambulance. City agrees to not begin billing Contractor for these charges until at least 90 days after commencement of this agreement, and may, at the request of Contractor delay billing for an additional 60 days.

(b) Contractor has examined the vehicle that is the subject of this agreement and agrees that is presently in working order and in appropriate condition.

(c) At all times Contractor shall comply with any sub-operation station requirements set forth in Contractor's Certificate of Necessity and pursuant to the rules and regulations set forth by DHS.

5. **Ambulance Maintenance.** Contractor shall be responsible for all costs of Ambulance maintenance and repair for the rented Ambulance, including but not limited to, all repair, preventative maintenance, parts replacement, labor and other actions necessary to keep said Ambulance in safe and efficient operating condition.

6. **Equipment and Supplies.** Contractor shall be solely responsible for the cost of providing all of the emergency medical equipment and supplies necessary for said Ambulance. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS.

7. **Insurance.**

Contractor shall carry all insurance with respect to the Ambulances and personnel engaged in the performance of Contractor's duties under this Agreement as may be required by all federal, state, county, and local laws, ordinances, charters, rules, regulations and codes.

8. **Arbitration and Default**

A. Representatives. To further the cooperation of the parties in implementing this Agreement, Contractor and City each shall designate and appoint a representative to act as a liaison between Contractor and City. The initial representative for the Contractor (the "Contractor Representative") shall be its Fire Chief and the initial representative for City (the City Representative) shall be its Fire Chief. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement. .

B. Arbitration. In the event of any dispute arising between the parties involving this Agreement or any matter relating to the corporation, the parties agree to binding arbitration, to be conducted pursuant to the Rules of Arbitration utilized in Yuma County, Arizona Superior Court, Local Rule X. Arbitration shall include reasonable attorney fees and costs to the prevailing party.

C. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation,

termination, specific performance, and/or the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

9. **Conflict of Interest; Representatives Not Individually Liable.**

A. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of either Contractor or City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

B. No Personal Liability. No member, official or employee of Contractor or City shall be personally liable to either party to this agreement, or any successor or assignee, (a) in the event of any default or breach by either party, (b) for any amount which may become due to either party, or (c) pursuant to any obligation of either party under the terms of this Agreement.

10. **Miscellaneous Provisions**

A. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to San Luis: City Administrator
P.O. Box 1170
1090 East Union Street
City, AZ 85349

If to Somerton: City Administrator
P.O. Box 638
110 North State Street
Contractor, AZ 85350

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

B. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this

Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

C. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

D. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

E. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both parties hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

F. Sudan and Iran. Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

G. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

H. Amendment of the Agreement. This Agreement may be amended, in whole or in part, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The parties shall record the amendment or cancellation in the official records of the Yuma County Recorder. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

I. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

K. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

L. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the parties execute such agreement amendment or cancellation. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

M. Attorney's Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

N. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

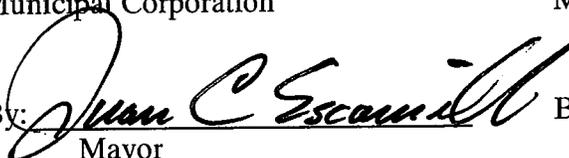
O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

P. Non-Liability of Municipal Officials and Employees Except for mandamus and other special actions, no member, official or employee of either Contractor or City shall be personally liable to either party, or any successor in interest, in the event of any default or breach by either party or for any amount that may become due to either party or successor, or under any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE CITY OF SOMERTON, an Arizona
Municipal Corporation

By: 
Mayor

By: _____
Mayor

Attest:

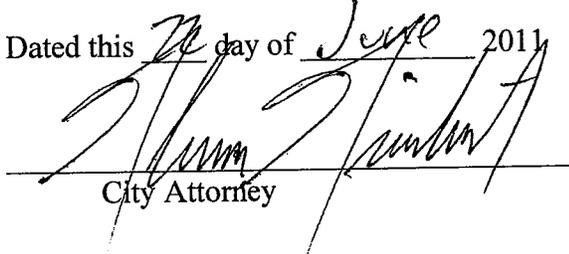
Attest:

By: 
Clerk

Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 22 day of Sept 2011


City Attorney

APPROVAL BY ATTORNEY

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____ 2011

City Attorney