

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TEMPE FIRE MEDICAL RESCUE
AND
THE CITY OF PHOENIX FIRE DEPARTMENT
FOR AMBULANCE LEASE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on _____, 2016 between the City of Tempe, Arizona, a municipal corporation ("Tempe") and the City of Phoenix, Arizona, a municipal corporation ("Phoenix").

WITNESSETH

WHEREAS, the Phoenix Fire Department and Tempe Fire Medical Rescue (hereinafter collectively referred to as the "Parties") are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 through 11-954 as amended; and

WHEREAS, on May 10, 2016, 2016 the Arizona Department of Health Services granted Tempe's application for an initial Certificate of Necessity ("CON") to provide ambulance services (Case No.: 2016-EMS-T0045-DHS; EMS No. 4019), and one of the requirements of the CON is that Tempe has use of a fully-equipped ambulance in order to operate an ambulance service;

WHEREAS, Phoenix currently has an available ambulance that it is willing to lease to Tempe on a short-term basis to fulfill the CON requirement until Tempe purchases its own ambulances; and

WHEREAS, the Parties agree that is in their respective best interests for Tempe to lease the ambulance from Phoenix on a short-term basis.

NOW, THEREFORE, the Parties agree as follows:

1. AMBULANCE LEASE.

The vehicle that Tempe will lease from Phoenix is a 2010 Chevy G4500 Rescue 2011 Ambulance, vehicle identification number

VIN 1GB6G5CL7B1116578

The vehicle lease standard provisions are contained in Attachment 1 to this Agreement, which is incorporated herein by this reference.

2. TERM AND TERMINATION.

- 2.1 Effective Date. This Agreement will become effective on the date first written above (“Effective Date”).
- 2.2 Term. The initial term of the Agreement shall be six months from the Effective Date. After the initial term, the Agreement may be extended administratively by the Parties in writing, no longer than an additional six months. This Agreement may be modified, by written amendment, at any time by mutual written consent of both Parties. Either Party may terminate this Agreement for cause.
- 2.3 No extensions, amendments, or renewals of this Agreement shall become effective until approved in writing by the Arizona Department of Health Services.

3. ARIZONA DEPARTMENT OF HEALTH SERVICES COMPLIANCE.

- 3.1 Initial Ambulance Registration. Both Tempe and Phoenix agree to remain compliant with all regulations set forth by the Arizona Department of Health Services, Bureau of EMS and Trauma Services (ADHS-BEMSTS) for registered ambulances of Certificate of Necessity holders. Phoenix will de-register the lease ambulance with ADHS-BEMSTS upon transfer to Tempe. Upon successfully completing the initial ambulance inspection, Tempe will register the lease ambulance with ADHS-BEMSTS.
- 3.2 End of Lease Ambulance Registration. Upon completion of the lease agreement and return of the leased ambulance to Phoenix, Tempe will de-register the lease ambulance with ADHS-BEMSTS. Phoenix agrees to re-register the ambulance before placing the ambulance in service under the Phoenix CON.

4. GENERAL PROVISIONS.

- 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 4.2 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

- 4.3 Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

5. LIABILITY INSURANCE AND INDEMNIFICATION.

- 5.1 Insurance. Tempe agrees to maintain in Tempe's name primary insurance coverage for the Vehicle, for the Agreement term and until Tempe returns the Vehicle. Such coverage shall include bodily injury; property damage; collision; fire; theft; physical damage; and comprehensive coverage. Tempe shall maintain, at a minimum, the following coverage amounts:

- a. Commercial general liability in amounts not less than \$3 million per occurrence/\$5 million aggregate for bodily injury, personal injury, advertising injury, and products and completed operations with broad form contractual and property damage coverage.
- b. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence, including non-owned/leased vehicles.
- c. Property damage with a limit of \$500,000 per occurrence.

Phoenix must be shown as additional insured and Tempe shall provide the certificate of insurance to Phoenix. If Tempe is not able to return the Vehicle to Phoenix in its original condition, instead Tempe shall pay Phoenix the amount of \$120,000 as the value of the Vehicle.

- 5.2 Indemnification.

To the extent permitted by law, and consistent with the obligations set forth in this Section, Tempe (as "Indemnitor") shall indemnify and hold harmless Phoenix("Indemnitee") from and against any and all liability, claims, losses, costs and expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") related to Indemnitee's performance under this Agreement and 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 or 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.

- 5.3 Binding Effect.

City of Phoenix:

City of Phoenix Fire
Fire Chief Kara Kalkbrenner
150 S. 12th Street
Phoenix, AZ 85034-
Email:Kara.Kalkbrenner@Phoenix.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

**CITY OF TEMPE FIRE MEDICAL
RESCUE**

CITY OF PHOENIX FIRE

Greg Ruiz, Fire Medical Rescue Department Chief

Kara Kalkbrenner, Fire Chief

ATTEST:

ATTEST:

Brigitta M. Kuiper, City Clerk

Cris Meyer, City Clerk

Approved as to form and within the
authority of the entity:

Approved as to form and within the
authority of the entity:

Kara Stanek, Assistant City Attorney

Brad Holm, City Attorney

Attachment 1 – Standard Lease Provisions

- A. Default, Repossession, and Other Remedies.
- i. Tempe shall be in default if:
 - a. Tempe fails to make a monthly payment when it is due;
 - b. Tempe fails to pay any amount Tempe owes under the Lease when it is due or when demand is made;
 - c. Tempe fails to maintain the required insurance;
 - d. Tempe loses possession of the Vehicle by confiscation, forfeiture or other involuntary transfer regardless of whether the Vehicle is the subject of judicial or administrative proceedings;
 - e. The Vehicle is lost, stolen or damaged beyond repair;
 - f. Tempe fails to keep any other promise or obligation under the Agreement or violates any other term of the Agreement.
 - ii. If the Agreement is in default, Phoenix may at its election, take any one or more of the following actions:
 - a. Take any action, such as buying insurance on Tempe's behalf, required to protect its interest in the Vehicle. Tempe shall reimburse Phoenix the full amount of such insurance purchased by Phoenix.
 - b. Peacefully repossess the Vehicle, giving all notices of repossession required by law. Tempe authorizes Phoenix to enter any property where the Vehicle may be to take possession of it and remove it. After repossession, Phoenix will hold the Vehicle free of any rights Tempe may have under the Agreement.
- B. Standards for Wear and Use. Tempe may be charged for unreasonable or excess wear and use at the end of the scheduled Lease term. The following standards apply for determining unreasonable or excess wear and use:
- i. The Vehicle will not have road damage, chips, scratches, cracks, or damage to the glass, body, bumpers, frame or interior, mechanical or electrical malfunction, torn, burned, stained or shredded upholstery and interior, dented trim or molding, damage from water, sand, or freezing;
 - ii. Tempe must return the Vehicle with operating interior and exterior lights;

iii. Tempe must return the Vehicle with 4 matching tires of equal quality to the originals and a spare of equal quality and type as the original;

iv. When Tempe returns the Vehicle, each Vehicle tire must have not less than 1/8 inch of tread remaining at its shallowest point; and

v. While Tempe has possession of the Vehicle it must be capable of passing any inspection.

C. Return of the Vehicle. Tempe will return the Vehicle in clean condition. Tempe agrees to pay any amounts Tempe owes under the Agreement and has not paid.

D. Maintenance. Tempe will maintain the Vehicle in good working order and repair. Tempe will pay all operating costs, such as gasoline, oil, and replacement tires. Tempe will, at Tempe's expense; service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is recalled, Tempe will have the recall repairs or service performed. Phoenix has no obligation to provide Tempe with a replacement Vehicle for any reason. Tempe shall not make modifications to the Vehicle's engine and body, unless otherwise authorized herein, without Phoenix's written consent.

E. Registration, Parking Tickets and Taxes. Tempe must keep the Vehicle currently registered. Tempe must pay all parking tickets and traffic fines relating to the Vehicle. If Tempe does not pay such tickets and fines, Phoenix has the right to do so for Tempe, and Tempe will reimburse Phoenix the full amount upon demand.

F. Use of the Vehicle. Tempe will keep the Vehicle free from any liens or claims. Tempe has the risk of loss, and is responsible for the Vehicle's damage or destruction. Tempe will not allow unlicensed drivers to drive the Vehicle. Tempe shall operate the Vehicle only in Maricopa County, unless Tempe receives Phoenix's written permission to operate the Vehicle outside of Maricopa County.

G. Acknowledgment. Tempe acknowledges that Tempe has examined the Vehicle. Tempe acknowledges that the Vehicle is equipped as Tempe wants, and that it is in good condition. Tempe accepts the Vehicle for all purposes of the Agreement. Tempe agrees to accept the Vehicle in "as is" condition on the date of the Agreement.

H. Tempe, at its expense, may remove any or all identification lettering and striping on the Vehicle and apply Tempe identification lettering or striping and agrees to pay for Phoenix identification lettering and striping to be reapplied upon termination of Agreement. Tempe agrees to use a vendor of Phoenix's choice to ensure reapplied lettering is consistent with current standards used by Phoenix.