

**INTERGOVERNMENTAL AGREEMENT  
FOR SHARED SERVICES  
between  
City of Flagstaff  
and  
Summit Fire & Medical District**

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This Intergovernmental Agreement for Shared Services (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2023, between the City of Flagstaff (“CITY”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Summit Fire & Medical District, a political subdivision of the State of Arizona, with offices at 8905 Koch Field Road, Flagstaff, Arizona (“DISTRICT”).

**RECITALS**

- A. WHEREAS, CITY and DISTRICT (which may be referred to herein individually as a “PARTY” or collectively as the “PARTIES”) desire to enter into this Agreement for Shared Management and Administrative Services; and
- B. WHEREAS, CITY and DISTRICT are authorized pursuant to A.R.S. § 11-952 et seq. and A.R.S. § 48-805 et seq. to enter into agreements to cooperate in the provision of fire suppression, emergency medical services (“EMS”), and related services otherwise authorized by law; and
- C. WHEREAS, CITY and DISTRICT have completed a successful five-year IGA, which allowed the City Fire Chief to also function as the DISTRICT Fire Chief (“Management Services”), and resulted in the desired outcomes of improved fire, medical, and rescue services, improved firefighter safety, and mutually beneficial cost containment and efficiencies; and
- D. WHEREAS, CITY and DISTRICT desire to improve the current IGA for Management Services by functionally consolidating the administrative and command staffs of the CITY and DISTRICT; and
- E. WHEREAS, CITY employs, on a full-time basis, a Fire Chief, administrative personnel, and command staff (Deputy Chief and four Battalion Chiefs) with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and
- F. WHEREAS, DISTRICT employs, on a full-time basis, a command staff (three Battalion Chiefs) and administrative personnel with the required professional qualifications, expertise, and experience in leading, managing, and administering a professional, full-service Fire Department; and

- G. WHEREAS, DISTRICT is willing to provide financial consideration for the CITY to continue to provide Management Services to the DISTRICT and functionally consolidate the DISTRICT's command staff and administration staff; and
- H. WHEREAS, the PARTIES desire to continue to improve the nature and coordination of emergency response to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions, and beyond within reason, to include regional operations, procedures, and practices governing command and control hazard zone operations; and
- I. WHEREAS, CITY and DISTRICT agree to participate in this Agreement for the purpose of enabling the CITY Fire Chief to also function as the DISTRICT Fire Chief and functionally consolidate the respective departments' administrative and command functions.
- J. WHEREAS, CITY and DISTRICT desire to extend this agreement while a Joint Powers Authority Feasibility Study is procured by the parties.

## 1. PURPOSE

The purpose of this IGA is to authorize the City of Flagstaff Fire Chief to also function as the Summit Fire District Fire Chief under the terms of this Agreement and to functionally consolidate the PARTIES' administrative and command functions, as described in more detail below.

## 2. SCOPE

The scope of this Agreement shall include the following:

### 2.1 CITY's Responsibilities and Obligations

The CITY shall:

- 2.1.1 Permit its Fire Chief to serve as Fire Chief for both CITY and DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.
- 2.1.2 Permit CITY command staff, which will include three Deputy Chiefs and three Battalion Chiefs, to serve the DISTRICT by providing the following services:
  - 2.1.2.1 The CITY's Deputy Chiefs will provide improved Management Services for the DISTRICT, which will include assuming the duties related to four major functional areas, for which DISTRICT Battalion Chiefs and Captains are currently responsible: (1) Reporting, (2) Information and Technology, (3) Facilities Fleet, and (4) Computer Aided Dispatch (CAD)/Dispatch.
  - 2.1.2.2 The CITY's Battalion Chiefs will, in addition to providing operational and daily management of their respective shifts at the CITY, provide oversight of one major support program function over both CITY and

DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.

- 2.1.4 Cooperate with the DISTRICT in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.
- 2.1.5 While maintaining separate business processes, permit the CITY's administrative staff to assist with DISTRICT administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing, subject to available capacity.
- 2.1.6 Formally communicate with the DISTRICT any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.

## 2.2 DISTRICT's Responsibilities and Obligations

The DISTRICT shall:

- 2.2.1 Permit the CITY's Fire Chief to serve as Fire Chief for the DISTRICT on an appropriate shared services basis, subject to the conditions, limitations, and guidelines set forth in this Agreement.
- 2.2.2 Permit the DISTRICT's administrative staff, and command staff, to serve the CITY by providing the following services:
  - 2.2.2.1 While maintaining separate business processes, the DISTRICT's Administrative Officer and Administrative Assistant may assist with CITY Fire administrative processes, such as payroll, procurement, research and development, and contract and non-contract billing subject to available capacity. While they may perform services at other locations on a temporary basis, DISTRICT staff indicated in this section shall continue to be based and sited out of DISTRICT properties.
  - 2.2.2.2 The DISTRICT command staff, which includes three Battalion Chiefs, will, in addition to providing operational and daily management of their respective shifts at the DISTRICT, provide oversight of one major support program function over both CITY and DISTRICT personnel. The major support programs may include Training, Emergency Medical Services (EMS), Health, Safety, and Special Operations.
- 2.2.3 Cooperate with the CITY in the allocation of equipment, personnel, and resources as needed to allow for efficient and effective operations and administration of both PARTIES' needs under this Agreement.

2.2.4 Formally communicate with the CITY any challenges or concerns regarding this Agreement, with the intent of resolving such issues and to preserve the intent and purpose of the Agreement for the benefit of both PARTIES.

### 3. CONSIDERATION

In exchange for providing Management Services to the DISTRICT as outlined herein, DISTRICT agrees to compensate CITY in the sum of \$142,500 annually. CITY will issue a monthly invoice. Payment will be made to City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 within thirty (30) days of receipt of the invoice.

### 4. EFFECTIVE DATE; TERM; REVIEW; RENEWAL

- 4.1 Effective Date. This Agreement will become effective for each PARTY October 1, 2023 (the “Effective Date”).
- 4.2 Term. The initial term of this Agreement will be one (1) year unless sooner terminated as provided herein.
- 4.3 Renewal. This Agreement may be renewed for two (2) additional one (1) year terms, subject to written agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals. For Summit Fire District, the Fire District Board, by majority vote, is the only entity authorized to approve such renewals.

### 5. GENERAL PROVISIONS

- 5.1 The PARTIES shall establish appropriate written policies, procedures, and protocol for the effective implementation of this Agreement.
- 5.2 The Fire Chief or designee may provide Management Services to the DISTRICT in the following areas:

- Community/Customer Relations
- City Council/Fire District Board Relations
- Labor Relations
- Policy Development and Maintenance
- Risk Management
- Mutual Aid
- Regional, State, and Federal Relations
- Strategic and Operational Planning
- Contracts and Intergovernmental Agreements
- Records Management
- Budgeting
- Grant Funding
- Human Resources
- Community Risk Reduction

- 5.3 The CITY shall treat the Fire Chief, command staff, and any other CITY personnel performing work pursuant to this Agreement as its employees for all matters (except for liability for actions taken or not taken on behalf of the DISTRICT) including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.
- 5.4 The Fire Chief, CITY personnel performing work pursuant to this agreement, and DISTRICT shall treat DISTRICT employees as employees of the DISTRICT for all matters including, but not limited to, compensation, workers' compensation, benefits, retirement, employment policies, and discipline.
- 5.4.1 The DISTRICT shall be responsible for payment of all costs and expenses associated with its employees including, but not limited to, compensation, benefits, workers' compensation, and retirement.
- 5.4.2 The Fire Chief or his designee shall have the authority to hire, fire, and discipline personnel employed by the DISTRICT, subject to the DISTRICT's employee policies and Memorandum of Understanding with United Flagstaff Fire Fighters Local 1505, dated June 21, 2023. The Fire Chief may utilize the CITY's Human Resources Department to conduct joint hiring processes. The joint hiring process will be memorialized in a separate agreement between the PARTIES.
- 5.4.2.1 Notwithstanding any other provision of this Agreement, any discipline of the DISTRICT's Administrative Officer that contemplates termination, demotion, or leave without pay must be ratified by the DISTRICT's Fire Board before such discipline is imposed.
- 5.5 The DISTRICT and CITY shall cooperate in providing personnel performing work under this Agreement appropriate work stations at CITY and DISTRICT locations suitable for completing the functions of the positions under this Agreement. The costs associated with providing the office, computer, and office supplies related to CITY personnel performing work for the DISTRICT pursuant to this Agreement shall be borne by the DISTRICT. The costs associated with providing office, computer, and office supplies related to DISTRICT personnel performing work for the CITY pursuant to this Agreement shall be borne by the CITY. As noted previously in this Agreement, regular physical presence of DISTRICT administrative staff at DISTRICT stations is essential to the DISTRICT's relationship with the community, and the PARTIES agree that the DISTRICT's administrative staff shall not be permanently relocated, so as to leave the DISTRICT without any administrative presence to service the needs of the DISTRICT's constituent communities.
- 5.6 Except as otherwise provided for under this Agreement, each PARTY shall be responsible for the acquisition and maintenance of its own equipment.
- 5.7 The Fire Chief shall serve as the chief executive officer of the DISTRICT during the term of this Agreement, subject to the DISTRICT Board's role as a policy group.

- 5.8 The Fire Chief or designee shall have the authority to commit the DISTRICT to expenditures consistent with the budget and procurement policies approved by the governing body of the DISTRICT and in so doing shall allocate and account for such expenditures. The DISTRICT's Administrative Officer acts as facilitator and consultant to the chair and clerk of the DISTRICT's Board, particularly with regard to aiding the Board in compliance with Arizona open meeting laws, public records laws, and public finances. Many such functions are best performed by direct communication between the DISTRICT's Administrative Officer and the DISTRICT's Board. Therefore, the DISTRICT's Administrative Officer shall not be precluded from direct communication with the DISTRICT's Fire Board, as may be necessary or useful in fulfilling the DISTRICT's obligations pursuant to Titles 16, 35, 38, 39, 42, and 48 of the Arizona Revised Statutes, as they are applicable to fire districts.
- 5.9 The Fire Chief or designee shall be responsible for reporting to the governing bodies of the PARTIES concerning any issues related to this Agreement, as needed.
- 5.10 Neither PARTY shall assume any responsibility or liability for claims or litigation that are pending against the other PARTY as of the effective date of this Agreement or that may arise after the effective date of this Agreement, unless the subsequent claims or litigation are covered by the indemnification provision in Section 8 below.
- 5.11 Neither PARTY shall assume responsibility for payment of any debts or outstanding amounts owed by the other PARTY as of the effective date of this Agreement or any amounts owed by the other PARTY during the term of this Agreement.
- 5.12 Participation in this Agreement shall create no ownership for DISTRICT relative to any CITY equipment and/or CITY real or personal property existing at the effective date of this Agreement or subsequently purchased with CITY funds pursuant to this Agreement. Likewise, participation in this Agreement shall create no ownership for CITY relative to any DISTRICT equipment and/or DISTRICT real or personal property existing at the effective date of this Agreement or subsequently purchased with DISTRICT funds pursuant to this Agreement.
- 5.13 To avoid the possibility of conflicts of interest, the Fire Chief shall not at any time be involved in negotiating amendments, changes to terms, or addenda to this IGA. In addition, the Fire Chief shall not be partisan in the decision whether to renew or not renew this IGA.
- 5.14 The PARTIES recognize that the Fire Chief, designees, and command staff are employees of the CITY and that occasionally the work performed for the DISTRICT, such as amending this Agreement, may cause conflicts of interest. In such instances, each PARTY shall hire or appoint an individual who does not have a conflict to act as its representative.

## 6. TERMINATION

This Agreement may be terminated by either PARTY, for any reason, effective thirty (30) days from the giving of written notice to the other PARTY at the following addresses:

City of Flagstaff  
Flagstaff Fire Department  
Attn: Fire Chief  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Summit Fire District  
Attn: Fire Board Chair  
8905 Koch Field Road  
Flagstaff, AZ 86004

In the event of termination pursuant to this Section 6, the amount to be paid by the DISTRICT to the CITY shall be prorated based on the number of days remaining in the month when the termination becomes effective.

## **7. LIABILITY INSURANCE**

DISTRICT shall maintain, during the life of this Agreement, a policy of liability insurance naming the CITY as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence with aggregate liability coverage of not less than \$3,000,000.00. Such insurance shall provide coverage for the conduct and acts of the Fire Chief and CITY personnel acting within the scope of their authority under this Agreement. DISTRICT shall provide a carrier certificate and broad form endorsement that follows the indemnification and is acceptable to the CITY's Risk Manager.

## **8. INDEMNIFICATION**

8.1 DISTRICT Indemnification of CITY: To the fullest extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless the CITY, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the DISTRICT, including the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision shall survive termination of this Agreement or the termination of the participation of any of its PARTIES. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

8.2 CITY Indemnification of DISTRICT: To the fullest extent permitted by law, CITY shall indemnify, defend, and hold harmless the DISTRICT, its members, directors, officers, employees, agents, attorneys, and assigns from and against any and all claims, losses, liability, costs, or expenses arising from the actual or alleged negligent, reckless, or intentional conduct of the CITY, unless such claims, losses, liability, costs, or expenses arise from the actions of the City Fire Chief, designees, or any other CITY personnel while acting in any capacity for or performing any work for the DISTRICT pursuant to this Agreement. This indemnification provision shall survive termination of this Agreement or the termination of the participation of any of its PARTIES. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.

## **9. WORKERS' COMPENSATION COVERAGE**

9.1 CITY shall be considered the primary employer of the Fire Chief, command staff, and

any other CITY personnel performing work pursuant to this Agreement and agrees to provide Workers' Compensation Insurance for CITY personnel in accordance with all applicable Federal and State laws.

9.2 DISTRICT shall be considered the primary employer of all DISTRICT employees and agrees to provide Workers' Compensation Insurance for its employees in accordance with all applicable Federal and State laws.

9.3 Each PARTY shall comply with the provisions of A.R.S. § 23-1022(E) by posting the required employee notice of Workers Compensation Insurance.

## **10. SEVERABILITY**

If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

## **11. NON-DISCRIMINATION**

Each PARTY warrants that it complies with any state and federal laws, rules, and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status, or political affiliation, shall have equal access to employment opportunities, including, but not limited to, the Americans with Disabilities Act. Each PARTY shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008, and Arizona State Executive Order No. 2009-09.

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

## **13. COMPLIANCE WITH ALL LAWS**

Each PARTY shall comply with all federal, state, and local laws, rules, and regulations.

## **14. EXECUTION PROCEDURE**

This Agreement will be executed in counterparts by the governing body of each PARTY.

## **15. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

PARTIES are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). PARTIES further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the PARTY who breaches may be subject to penalties up to and including termination of the Agreement.

Each PARTY retains the legal right to inspect the papers of any contractor or subcontractor employee working under the terms of the Agreement to ensure that the other PARTY is complying with the warranties regarding compliance with the state and federal immigration laws.

#### **16. NON-APPROPRIATION**

This Agreement shall be subject to available funding for each PARTY, and nothing in this Agreement shall bind any PARTY to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

#### **17. NO THIRD-PARTY BENEFICIARIES**

The PARTIES acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the PARTIES, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

#### **18. AUDIT OF RECORDS**

Each PARTY, upon written request and at reasonable times, shall have the right to review, inspect, audit, and copy all books, accounts, reports, files, and all other records relating to the performance and/or costs associated with this Agreement.

#### **19. PUBLIC RECORDS**

All records created or kept in connection with this Agreement shall be subject to Arizona Public Records Laws, A.R.S. § 39-101 *et seq.* The PARTIES shall comply with the State's records retention schedules, as applicable, regarding all records associated with the performance of this Agreement.

#### **20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona.

#### **21. COMPLIANCE WITH ALL LAWS**

Each PARTY shall comply with all applicable federal, state, and local laws, rules, and regulations.

**22. SIGNATURES**

Each PARTY represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the PARTIES indicated.

**City of Flagstaff**

**Summit Fire & Medical District**

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Board Chair

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Deputy County Attorney