

**INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM**

**between
the City of Flagstaff**

and

**Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and
Summit Fire and Medical District**

This intergovernmental agreement (“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 Highlands Fire District, Ponderosa Fire Department, Pinewood Fire Department and the Summit Fire and Medical District (“PARTIES”).

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by FEMA and the U.S. Department of Homeland Security entitled Assistance to Firefighters Grant Program; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The PARTIES participate in the “Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement,” an IGA intended to maximize interagency cooperation to include training; and

D. The PARTIES of this agreement make up those who will benefit from the Assistance to Firefighters Grant monies awarded to the CITY.

E. Emergency service training is required for the PARTIES to maintain their legally mandated training requirements, provide for maintenance of skills, and provide for consistency of operations; and

F. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources;

1. Purpose

The purpose of this Agreement is to administer the funds received by the City from FEMA and the U.S. Department of Homeland from the Assistance to Firefighters Grant Program for a leadership and management program.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff will serve as the host agency and serve as the grant administrator of the 2022 AFG grant award.

B. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through the City of Flagstaff.

C. The City of Flagstaff agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Flagstaff with this information on a timely basis to remain in compliance with the requirements of the grant.

D. The participating agencies agree to accept the 2022 regional AFG grant program award and accept their respective items as listed in the AFG grant Award Agreement, attached here as Exhibit B, and incorporated into this contract by this reference.

E. The participating agencies agree to provide the required cash match in the amount of approximately 10% of the total cost of their requested funds as detailed in the spread sheet attached here as Exhibit A. The required match shall be paid by the participating agencies upon receipt of an invoice from Flagstaff.

F. The funds disbursed by the City under this Agreement shall be used only for the project as described in the grant application and award agreement. Any modification to quantity or scope of work must be approved in writing by the City. City will disburse funds to the participating agencies on a reimbursement basis only (see Exhibit A), conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the City. Payment will be contingent upon receipt of all reporting requirements of participating agencies under this Agreement.

G. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

H. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.

I. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through the Flagstaff Fire Department.

J. The participating agencies agree to maintain/repair all items awarded to them under the grant in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official close out of the grant agreement.

K. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the grant.

L. Participating agencies agree to promptly return any equipment or deliverables that are received in error to Flagstaff.

M. The grant award to each agency is outlined in Exhibit A.

3. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").

B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of one (1) year.

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

D. The termination by one or more of the parties to this Agreement shall not affect the operation of the Agreement as between the other parties thereto.

7. Cancellation for Conflict of Interest

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

8. Compliance with All Laws

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

9. Execution Procedure

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

10. 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, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants 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 subcontract 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.

12. 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.

13. 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.

14. Right to Enter into Additional Agreements

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another jurisdiction, which is not a participant in this Agreement, for training; that is apart from the services provided by the Regional Training Coordinator, as set forth by this Agreement.

15. Waiver of Potential Conflict

The HIGHLANDS FIRE DISTRICT, the PINEWOOD FIRE DISTRICT, the PONDEROSA FIRE DISTRICT, and the SUMMIT FIRE & MEDICAL DISTRICT (these foregoing hereafter collectively referred to as the "jointly-represented parties") consent to the Coconino County Attorney's Office representing all of them jointly, and acknowledge that they have all been advised of the potential for conflicts of interest, including the specific advantages and risks involved with joint representation, and potential consequences that would be created by future conflicts, if any should arise. For instance, these jointly-represented parties were instructed that although joint representation could yield a cost savings on attorneys' fees and also result in easier coordination, no one party's interests could be advocated above that of the others by the attorney. It was explained to all of the jointly-represented parties that this could result in less favorable terms for either one or another of them, because negotiations could not be conducted in a partisan manner with the assistance of counsel as between and amongst the jointly-represented parties. It was further explained to the jointly-represented parties that as amongst them only, joint representation would result in the loss of confidentiality as to each other with regard to the subject matter of the joint representation. It was further explained that if the joint representation should result in an irreconcilable conflict in the future, which either required or resulted in one or more of their number filing a lawsuit against one or more of the others with respect to the subject matter of the joint representation, or else resulted from another non-waivable conflict, then the Coconino County Attorney's Office would be required to withdraw from representing all parties involved with the irreconcilable and non-waivable conflict, and all such parties involved therewith would have to incur the expense of retaining new replacement counsel. The jointly-represented parties additionally acknowledge that they have been advised and are aware that the Coconino County Attorney does represent several fire districts, including the undersigned. The jointly-represented parties additionally acknowledge that they have the right to have independent counsel review this Agreement and/or the Coconino County Attorney's Office's joint representation in this matter, and all of the jointly-represented parties hereby acknowledge that they have consulted such counsel or have waived the right to consult such counsel. The jointly-represented parties further acknowledge that they understand their rights, and notwithstanding this disclosure, do hereby confirm their waiver any conflict of interest that may arise by reason of the Coconino County Attorney's Office's representation of the undersigned in this matter, and consent to the joint representation of all of the jointly-represented parties by the Coconino County Attorney's Office.

16. 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

Mayor
Attest:

City Clerk
Approved as to form:

City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ASSISTANCE TO FIREFIGHTER GRANT PROGRAM
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name:

Title:

Attest:

Date of formal approval by governing body:

Name:

Title:

Attorney's Approval:

Name:

Title:

Exhibit A

	Officers/Actors	total ot	Supplies	Instruction per officer	Total	90%	10%
Flagstaff Fire	62	\$198,111	\$14,751	\$86,847	\$318,690.05	\$289,718	\$28,971.79
Summit Fire	24	\$75,402	\$5,710	\$33,618	\$122,077.36	\$110,979	\$11,097.93
Highlands Fire	19	\$60,092	\$4,520	\$26,614	\$97,043.27	\$88,221	\$8,822.11
Pondarosa Fire	13	\$41,720	\$3,093	\$18,210	\$67,002.37	\$60,911	\$6,091.12
Pinewood Fire	14	\$44,782	\$3,331	\$19,611	\$72,009.19	\$65,463	\$6,546.28

Personnel	\$ 198,111
Contractual	\$ 406,894
Commodities	\$ 31,405
Indirect	\$ 40,412

Exhibit B

EWM-2022-FG-05708 Award Package added after it's a PDF.