

AMBULANCE BACK-UP AGREEMENT

This Ambulance Backup Agreement ("AGREEMENT") is entered into between the Buckeye Valley Fire District (District), a political subdivision of the State of Arizona and the City of Goodyear (City), a political subdivision of the State of Arizona all of whom are collectively referred to as the "Parties" or individually as "Party".

WHEREAS the District, and the City provide ambulance service within their respective Certificates of Necessities (CON), and

WHEREAS the District and the City realize that a major emergency or simultaneous emergencies could overtax available equipment and resources within their CON service areas.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein the Parties agree to as follows:

ARTICLE 1 - TERM

1.1 Term. The effective date of this Agreement shall be April 1, 2023, and shall renew automatically annually unless terminated by the Parties. Either Party may terminate this Agreement with ninety (90) days prior written notice, with or without cause.

ARTICLE 2 - DUTIES AND LIMITATIONS

2.1 Services provided. Subject to such limitations as may be imposed by law and this Agreement, the District and City are hereby authorized, empowered, and directed to provide ALS and BLS ambulance services in each other's CON, as requested by the other Party, to cover responses during times of peak overload, simultaneous emergencies, or major emergencies when resources in the system are over backup capability. This backup agreement shall only be for those areas where Parties CON's are in effect, as modified from time to time.

2.2 Requests.

A. The "Answering Agency" is the Agency that responds to the request for emergency medical services or non-emergency medical services.

B. The "Requesting Agency" is the Agency requesting medical transportation services assistance under this Agreement.

C. An authorized official representing a Requesting Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

D. Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished. The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that answering Agency.

E. When emergency medical services are requested, the Answering Agency shall have its personnel report to the Incident Commander ("IC") or other scene commander at the location to which the equipment and personnel are dispatched. All activities shall be coordinated with the IC. Though coordination of activities occurs by the IC, the equipment and personnel of the Answering Agency shall be under the ultimate supervision of the designated personnel of the Answering Agency. The personnel of the Answering Agency shall coordinate the Answering Agency's efforts with the IC.

F. At no time shall the Answering Agency be expected to operate contrary to standing orders or protocols of its physician advisor, company policies, operating licenses, or federal or state regulations, except as specifically provided for in writing by local, state, or federal authority and/or except when destination policies are otherwise modified as necessary.

G. If at any time the Answering Agency responds to a mutual aid call for emergency medical services where the Requesting Agency is not at the scene, the Answering Agency will follow the treatment protocols and procedures of its physician advisor or other medical control, pursuant to the applicable Incident Command System. Response personnel shall contact the medical base of their own Agency for further orders and designation sites.

H. It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

I. The Answering Agency shall be responsible for all Patient and third-party billing and agrees that the rates to be billed shall comply with applicable laws.

Article 3 - MISCELLANEOUS

3.1 Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way meaning or interpretation of this Agreement.

3.2 Entire Agreement: Modification. This Agreement contains the complete expression of the agreement between the Parties with respect to the subject matter hereof and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented, or amended except in writing signed by both Parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be unenforceable by the respective successors and permitted assigns of the Parties hereto.

3.3 No Waiver. Failure by either party hereto to enforce at any time or for any period any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

3.4 Governing Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona notwithstanding the conflict of law principals of such state. Any arbitration or litigation shall be conducted in Maricopa County, Arizona. The prevailing party in any litigation concerning this Agreement shall be entitled to reimbursement of its reasonable costs, including legal and accounting fees, incurred in connection with any such matter.

3.5 Conflict of Interest. The District reserves the right to cancel this Agreement for possible conflicts of interest pursuant to A.R.S. §38-511, as amended.

3.6 Indemnification. In regard to performance of this Agreement, the District and the City agree to indemnify and save harmless the other party from and against all claims, suits, damages, liabilities, losses, and expenses arising out of or resulting from (i) damage to, or loss of use of, the other Party's property incurred by reason of the negligent act or omission of the indemnifying Party, (ii) injury or death of a third party which is a result of the negligent act or omission of the indemnifying party in the course of performance of this Agreement, or (iii) the indemnifying Party's failure to comply with any applicable laws or regulations. Notwithstanding the above, nothing herein shall be construed to modify the gross negligence standard of A.R.S. § 48-818.

3.7 Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

3.8 Notices. All notices from the Parties shall be mailed or hand-delivered to:

Buckeye Valley Fire District

18818 North Spanish Garden Drive Sun City West, Arizona 85375

Attention: Fire Chief

City of Goodyear

14455 W. Van Buren St.

Suite E-102

Goodyear, AZ 85338

Attention: Fire Chief

3.9 Privacy. Each Party acknowledges that it or its employees or agents may, in the performance of its obligations under this Agreement, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information. In addition, each Party agrees to execute a Business Associate Agreement if required by the other Party.

3.10 Israel Boycott. The City hereby certifies that it is not currently engaged in and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

3.11 Legal Arizona Workers Act. The 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 a-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The City of Goodyear further agree to ensure that each subcontractor that performs any work on behalf of City of Goodyear under this Agreement likewise complies with the state and federal immigration laws.

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

The District retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that City is complying with the warranties regarding compliance with the state and federal immigration laws.

IN WITNESS WHEREOF the Parties hereto have placed signatures on the day and year noted below.

Buckeye Valley Fire District

By:

Mark Burdick

Its: Fire Chief

Date: _____

Approved as to form:

By:

Lee Miller

Its: Attorney

Date: _____

City of Goodyear:

By:

Name: _____

Title: _____

Date: _____

Approved as to form:

By:

Its: Attorney