

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
TOWN OF ORO VALLEY  
AND  
GOLDER RANCH FIRE DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into pursuant to Arizona Revised Statutes, § 11-951, between the TOWN OF ORO VALLEY, a municipal corporation and political subdivision of the State of Arizona, hereinafter referred to as the “TOWN,” and GOLDER RANCH FIRE DISTRICT, an Arizona fire district, hereinafter referred to as the “DISTRICT.”

**Recitals**

**WHEREAS**, the Town and the District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-951, *et. seq*; and

**WHEREAS**, as part of its Health and Wellness program, the Town currently contracts with Health Care Solutions, L.L.C. for the operation of the Town’s Health Clinic, currently staffed by a family nurse practitioner and a licensed practical nurse providing certain services to Town employees and their dependents participating in a Town sponsored healthcare insurance plan (the “Health Clinic”); and

**WHEREAS**, the District is familiar with the Health Clinic and the services offered by the Health Clinic and the benefits of extending Health Clinic benefits to employees and their dependents participating in a District sponsored healthcare insurance plan; and

**WHEREAS**, the Town and the District recognize the District’s use of the Health Clinic as an opportunity for mutually beneficial cost-sharing and increased efficiency in operations; and

**WHEREAS**, the District desires to use the Town’s Health Clinic upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Town desires to allow the District to use the Town’s Health Clinic upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, the Town and the District, in consideration of these covenants and conditions hereinafter stated, and the faithful performance thereof, do mutually agree as follows:

## **Section I. Purpose**

The forgoing recitals are hereby incorporated into this Agreement in their entirety.

The purpose of this Agreement is to set forth in writing the agreement between the Town and the District for shared use of the Town's Health Clinic.

### **A. Town's Responsibilities:**

1. The Town shall allow the use of the Health Clinic by the District's employees and dependents participating in a District sponsored healthcare insurance plan.

### **B. District Responsibilities:**

1. The District shall make payment directly to Health Care Solutions as set forth on the attached Exhibit A incorporated into this Agreement by reference. The fees may be amended by Health Care Solutions upon annual renewal.

## **Section II. Term**

The term shall commence upon execution by both the Town and District, and the Agreement shall end on the 30<sup>th</sup> day of June, 2016 to coincide with the end of the District's fiscal year. Following the initial term of the Agreement, the Town and District may renew and extend this Agreement for additional annual terms.

## **Section III. Manner of Financing**

The Town and the District each represent and warrant they have sufficient funds in the current fiscal year operating budget to fund their respective obligations under this Agreement.

## **Section IV. Termination**

The Parties hereby agree to the full performance of the covenants contained herein, and the Parties reserve the right to terminate or abandon the service provided for in this Agreement as follows:

- A. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
- B. Notwithstanding any other provisions in this Agreement, this Agreement may be terminated with or without notice if the District does not appropriate sufficient funds for the purpose of maintaining this Agreement.
- C. In the event the Town shall terminate the service or any part of the services as herein provided, the Town shall notify the District in writing and immediately after receiving such notice, the District shall cease the services as provided in the Agreement.
- D. In any dispute concerning a question or interpretation or fact in connection with this Agreement, the Town shall make the final determination unless the District requests

arbitration pursuant to ARS § 12-1501 et seq. (Uniform Rules of Procedure for Arbitration).

### **Section V. Reciprocal Indemnification**

Each Party shall indemnify, defend, and hold harmless every other Party, their governing bodies and their officers, volunteers, employees and agents from and against any and all suits, claims, or damages of any kind, including defense costs, attorney's fees, and expenses, arising out of this Agreement which are alleged to arise out of or are attributable to any act or omission of that Party, its governing body, officers, volunteers, employees, and agents.

### **Section VI. Insurance Coverage**

The Town and District each confirm insurance coverage upon request by the other party.

### **Section VII. Documents**

Upon termination or abandonment, the Parties shall deliver to the other Party all documents or special provisions as supplied by the other Party.

### **Section VIII. Notice**

*To the TOWN:*

Town of Oro Valley  
Attention: Town Manager  
11000 North La Canada Drive  
Oro Valley, AZ 85737

*To the District:*

Golder Ranch Fire District  
Attention: Fire Chief  
3885 East Golder Ranch Drive  
Tucson, AZ 85739

### **Section IX. Conflict of Interest**

This Agreement is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement.

### **Section X. Non-Waiver**

The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

### **Section XI. Reserved**

### **Section XII. Independent Parties**

Each Party is performing its duties hereunder independently, and not as an agent or employee of the other Party, and is supplying its own employees, maintaining its own insurance and handling all of its own internal accounting. Neither party to this Agreement controls, directs or has any direct responsibility for the actions of the other party, its officers, agents, or employees.

### **Section XIII. Reserved**

### **Section XIV. Applicable Law**

The Parties to this Agreement shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. This Agreement shall be governed by Arizona law and venue shall be in Pima County, Arizona.

### **Section XV. Compliance with Civil Rights**

- A. Non-Discrimination. The Parties shall not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, handicap or national origin in the course of carrying out the covenants of the Agreement. The Parties agree to comply with the provisions of the Arizona Executive Order 75-5.
- B. Americans with Disabilities Act. The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- C. Equal Employment Opportunity. In connection with the execution of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

- D. Reserved.
- E. Immigration Reform and Control Act of 1986. The Parties shall further be responsible for compliance with the United States Immigration Reform and Control Act of 1986.

### **Section XVI. Miscellaneous Provisions**

- A. Execution. The parties represent and warrant that this Agreement was approved in an open session and that the person or persons executing this Agreement on behalf of the party is authorized to do so.
- B. Jurisdiction. The parties stipulate that this Agreement has been made and entered into, and shall be construed, enforced, and governed by the laws of the State of Arizona, and any action to enforce the same shall be brought only in courts in the State of Arizona.
- C. Headings. The titles or headings used in this Agreement are for general reference only and are not a part of the Agreement.
- D. Entire Contract. This is the entire Agreement between the Parties. If any portion of this Agreement is later found to be invalid or unenforceable, such portion shall be null and void and without any effect on the rest of the Agreement, which shall continue in full force and effect. This Agreement may be altered only by a duly executed Agreement.
- E. Litigation. If the parties litigate any portion of this Agreement, the unsuccessful Party will reimburse the successful party for all legal costs and fees incurred as a result of the litigation (including preparation).
- F. Reserved.
- G. Assignment. Any assignment or attempted assignment of this Agreement by either Party without the prior written consent of the other Party shall be void.
- H. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.
- I. Full Force. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
- J. Waiver. The waiver of any term, condition, or covenant, or breach of any term, condition, shall not constitute the waiver of any subsequent breach of any other term, condition, or covenant.

- K. Force Majeure. The Parties shall not be liable for the failure to wholly perform the covenants required by this Agreement if such failure is caused by a catastrophe, riot, war, act of God, or an accident not attributable to negligence or carelessness by either Party or similar contingency beyond the control of either Party.

**IN WITNESS WHEREOF** the Parties, by their respective officers duly authorized, have executed this Agreement.

**TOWN OF ORO VALLEY**

**GOLDER RANCH FIRE DISTRICT**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BOARD CHAIRPERSON

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
CLERK

This Intergovernmental Agreement which is a contract between public agencies has been reviewed pursuant to Arizona Revised Statute § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
TOWN ATTORNEY

\_\_\_\_\_  
ATTORNEY

## Exhibit A

### Schedule of Fees

Administrative Fee:	\$9,000 per year
Additional Clinical Day:	<u>\$43,260</u> per year
<b>Total:</b>	<b>\$52,260 per year</b>