

**INTERGOVERNMENTAL AGREEMENT
FOR
SELF-CONTAINED BREATHING APPARATUS SERVICES
2025-2028**

This Intergovernmental Agreement for Self-Contained Breathing Apparatus Service (Agreement) is entered into by and between Lake Havasu City (City) and the Desert Hills Fire District (District). The District and City may be referred to individually as the “Party” and collectively as the “Parties.” The Parties agree as follows:

AGREEMENT

1. Term. This Agreement is effective on July 1, 2025 (Effective Date) and terminates on June 30, 2028.

2. Services.
 - A. City’s Fire Department is a MSA certified airmask repair education (C.A.R.E.) service site and agrees to provide to District annual inspection, testing, and fit testing, as wells as repair, of its Self-Contained Breathing Apparatus (SCBA) as required by the National Fire Protection Association (NFPA) 1852 (Services). All SCBA to be serviced under this Agreement must be MSA products.

 - B. Services provide by City specifically include:
 - i) Annual flow testing for submitted District SCBA.
 - ii) Annual SCBA fit testing of District personnel.
 - iii) Performance of warranty work and other repairs as needed on submitted MSA SCBA in accordance with the manufacturer’s specifications.
 - iv) Maintenance of records of all repairs and annual testing.

 - C. Services will be provided upon the request of District. All Services will be conducted at a City Fire Station, subject to change based on City’s discretion. Services scheduling will be mutually agreed upon in advance and in writing by the Parties. A copy of all current certifications of SCBA submitted by the District for testing will be available prior to annual testing. Upon completion of all annual fit testing and flow testing services, an electronic or hard copy of each test will be provided to the District.

 - D. When repairs to District SCBA are requested to be made by City, the District shall order and pay for all parts needed to complete the repairs. All new parts shall comply with the manufacturer’s recommendations and specifications.

- E. District agrees to pay to City the fully burdened hourly rate, as may be amended from time to time by City, plus 3.5% for the Services rendered. City will invoice District for Services rendered after completion. Payment is delinquent when received ten (10) calendar days or more after the due date on the invoice. A late fee in the amount of five percent (5%) of the monthly use rate will be assessed for each delinquent payment.
- F. Refill and Replenish Air Bottles
- i) City will refill and replenish air bottles used and owned by District, using City's equipment and personnel, without charge to the District.
 - ii) District will be responsible to transport used air bottles to City's facility and to reclaim them upon completion of replenishment.
 - iii) All District bottles must be within hydrostatic testing date.
3. Termination. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) calendar days' notice to the other Party.
4. Workers' Compensation.
- 4.1 An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of Arizona Revised Statutes § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.
- 4.2 Pursuant to Arizona Revised Statutes § 23-1022, each Party shall post a notice in substantially the following form:
- "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."
5. Non-Discrimination. The Parties warrant that they comply 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. The Parties shall take affirmative action to ensure that they 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.

6. Indemnification. To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, save, and hold harmless the other Party and its officials, officers, directors, employees and agents (collectively, as "Indemnatee") from and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including but not limited to, court costs, reasonable attorneys' fees, and costs of claim processing, investigation, and litigation) to which any Indemnatee may become subject, under any theory of liability ("Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, directors, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 6 shall survive termination of this Agreement.
7. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.
8. Severability. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Mohave County, Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Mohave County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
10. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.
11. Notices. All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

City:

City Attorney
2330 McCulloch Blvd.
Lake Havasu City, AZ 86406

District:

Attn: Fire Chief
3983 London Bridge Road
Lake Havasu City, AZ 86406

12. Assignment. This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.
13. No-Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
14. Employment Eligibility. Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.
15. Default. If User fails to comply with or observe any provision of this Agreement, in addition to any other remedy that may be available to the City, whether at law or in equity, the City may immediately terminate this Agreement and any and all rights of User.
16. Rights/Obligations. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.
17. Attorney's Fees. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
18. Provisions Required By Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
19. Non-Appropriation. This Agreement shall be subject to available funding for the Parties and nothing in this Agreement shall bind the Parties to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

20. Return of Property. While not anticipated, pursuant to the provisions of A.R.S. § 11-952 (B)(4), in the event of termination, any property contributed by either Party shall be returned to the respective Party.

LAKE HAVASU CITY, AZ

Cal Sheehy, Mayor Date

ATTEST:

APPROVED AS TO FORM:

Kelly Williams, City Clerk

Kelly Garry, City Attorney

DISTRICT/DESERT HILLS FIRE DISTRICT

Bryant J. Stanec
Finance & Admin Chief

Date

ATTEST (if applicable)

Stephen Bunn
Operations Chief