



# TOWN OF PATAGONIA

## AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

**THIS AGREEMENT** is made this 1<sup>st</sup> day of **July 2025** by and between the TOWN OF PATAGONIA, an Arizona municipal corporation (the “Town”) and PATAGONIA VOLUNTEER FIRE AND RESCUE INC., an Arizona non-profit corporation (“PVFR”).

### 1. Recitals

- 1.1 The Town requires fire protection and emergency medical services for its citizens.
- 1.2 PVFR is a duly organized and existing non-profit corporation in good standing in the State of Arizona. PVFR maintains all applicable state and federal certifications required of it and its personnel to operate and provide services in the areas of fire prevention and suppression and emergency medical services as well as other services customarily provided by volunteer fire departments in rural/urban areas which are comparable to the geography, demography, and population of the Town.
- 1.3 PVFR operates and maintains a fire station facility located at 127 South Third Avenue in the Town and owns, operates, and maintains the inventory of vehicles, fire fighting apparatus and other equipment required of it to perform its services as set forth in Schedule “A”, attached hereto and incorporated herein.
- 1.4 PVFR maintains staffing levels and qualified personnel as set forth in Schedule “B” attached hereto and incorporated herein.
- 1.5 PVFR is thoroughly knowledgeable of the needs and limitations of the Town in respect to providing fire protection and emergency medical services and is willing and able to provide such services to the Town in accordance with the standard herein set forth.



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- 1.6 The Town and Patagonia Volunteer Fire and Rescue Inc. desire to enter into a mutually beneficial agreement for the providing of fire protection and emergency services by PVFR to the Town.

**NOW, THEREFORE,** subject to the covenants, terms and conditions hereinafter set forth,  
**IT IS AGREED:**

### 2. Incorporated Recitals

The preceding recitals are incorporated herein and made a part of this Agreement as though fully set forth below.

### 3. Definitions

In addition to all definitions, which may be set forth herein, for the purpose of this Agreement, the following definitions shall apply:

- 3.1 "Emergency Medical Services" shall mean the services provided by PVFR through its emergency medical technicians as certified by the Arizona Department of Medical Services.
- 3.2 "Equipment" shall mean the inventory of vehicles, fire fighting apparatus and all other equipment set forth in Schedule "A" hereto.
- 3.3 "Fire Protection Services" shall mean fire prevention, fire suppression, and all other services relating to the preservation and protection of life and property.
- 3.4 "ISO" shall mean Insurance Services Office, Inc.
- 3.5 "Personnel" shall mean all volunteer members rendering services on behalf of PVFR.
- 3.6 "Best's" shall mean A.M. Best company and its ratings of insurance carriers.



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### 4. Effective Date; Term

This Agreement shall be effective **July 1, 2025**, and shall be for a period of one (1) year from the said date, expiring on **June 30, 2026**.

### 5. Services to be provided by Patagonia Volunteer Fire and Rescue Inc.:

Throughout the term of this Agreement, PVFR shall provide Fire Protection Services and Emergency Medical Services in accordance with the requirements of the Town as herein after set forth. Such services shall be provided on a twenty-four (24) hours a day, seven (7) days per week basis.

### 6. Level of Services to be provided

The minimum level of services to be provided by PVFR pursuant to this Agreement shall be adequate to maintain at all times during the term of this Agreement a Public Protection Classification rating of the Town of eight (8) or better as established and published by ISO. Notwithstanding the foregoing and in addition thereto, PVFR shall at all times maintain its Personnel (including qualifications) and Equipment at or above the levels set forth in Schedules "A" and "B" hereto, respectively.

### 7. Milestones and Deliverables

By the 15<sup>th</sup> day of each month, PVFR shall provide the Town with the following reports that summarize its operations, staff certifications and financial position as of the end of the previous month:

7.1 Emergency Medical Services: Provide the name and qualifications/certifications and training received by PVFR's EMT captain and all EMT volunteers; progress report on Fire Chief's certification for EMT; an EMT schedule; and an incident response log showing the call, PVFR Responders, the PVFR Responders' certification, other agency responders, transport used, apparatus used and whether the incident was in Town or out of Town. See Exhibit A.



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7.2 Fire Services: Progress report on Fire Chief's training toward certification for Fire Services Administration and Operation; list of all volunteers certified or receiving training toward Structural Firefighter 1 & 2; and an incident response log showing the call date, type of call, PVFR Responders, the PVFR Responders' certification, other agency responders, transport used, apparatus used and whether the incident was in Town or out of Town. See Exhibit A.

7.3 Financial report showing previous month's revenues of whatever source, expenses of whatever nature and any material changes to equipment or other capital items.

7.4 A report of Town water consumed, including location and nature of consumption (e.g., fire suppression, training, etc.).

7.5 A report of all Town equipment used in coordination with any PVFR activity, including any recommendations for repairs or upgrades.

### 8. Compensation

In consideration for rendered services specified in this Contract, the Town agrees to pay PVFR the sum of five thousand eight hundred thirty-four and 0/100 (**\$5,834.00.**) per month during the period of this Agreement for a total annual contract amount of (**\$70,008.00**) as follows:

8.1 By the 15<sup>th</sup> of each month, PVFR shall issue the Town an invoice for 1/12 of the total amount set forth above, which the Town shall pay no later than thirty (30) days from receipt of the invoice.

8.2 Notwithstanding subparagraph 8.1 above, the Town in its discretion may withhold monthly payments for any month that the reports required by Paragraph 7 above are not received or are incomplete, until such time as they are completed.

8.3 The Town Council shall appoint one member of said Council to the Patagonia Volunteer Fire and Rescue Inc.'s Governing Board and the PVFR Pension Board of Trustees.



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### 9. Maintenance of Town Facilities

The Town shall have sole and exclusive responsibility for the maintenance and repair of all water lines, fire hydrants (including flushing and pressure testing where required), streets and roads and alleyways within the Town limits. PVFR shall be allowed to perform independent flushing, flow testing, or pressure testing of fire hydrants provided that a minimum of three (3) days prior notice is such testing is given to the water department each time such testing is performed, and a report of the results of such testing is provided to the water department which shall include the location of each hydrant tested, water pressure at each hydrant tested, and an estimate of the number of gallons of water discharged from each hydrant tested.

### 10. Insurance

At all times during the term of this Agreement, and any extensions thereof, PVFR shall, at its sole cost and expense:

- 10.1 Maintain in force policy liability insurance with an insurance carrier having a Best's rating of "A" or higher with general aggregate liability limits of at least \$2,000,000 per occurrence, which policy shall include a waiver of subrogation against the Town;
- 10.2 Provide the Town with a Certificate of Insurance for public liability insurance coverage as specified above, naming the Town an additional insured there under;
- 10.3 Maintain in force workers' compensation coverage for its Personnel with a carrier approved by the State of Arizona.
- 10.4 Provide the Town with a Certificate of Coverage or other proof of coverage for Workers' Compensation insurance as specified above.

### 11. Mutual waiver and Disclaimer of Liability



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To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, its agents, officers, officials, employees, volunteers, council members and directors, from and against all claims, demands, liabilities, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting solely from the negligent or otherwise tortuous acts, errors, mistakes, omissions, or work of the indemnitor, its agents, officers, officials, employees, volunteers, council members and directors, or any contractor of the indemnitor arising out of or resulting from acting under this Agreement. Each Party's duty to defend, hold harmless and indemnify the other Party, its agents, officers, officials, employees, volunteers, council members and directors shall arise in connection with any claim, demand, liability, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by the indemnitor's negligent or otherwise tortuous acts, errors, mistakes, omissions, work or services in connection with or arising out of or acting under the Agreement, including any employee of the indemnitor, any contractor of the indemnitor or any other person for whose negligent acts, errors, mistakes, omissions, work or services the indemnitor may be legally liable. The duty to defend, hold harmless and indemnify agreed to in this section does not extend to claims, demands, liabilities, mistakes, omissions or work of the indemnitee, its agents, officers, officials, employees, volunteers, council members and directors.

### 12. Materiality of Covenants, Terms and Conditions

The provisions hereunder and the obligations created thereby, and each of them, shall be deemed material for the purpose of interpreting and enforcing this Agreement.

### 13. Breach; Notice of Default; Non-Waiver

- 13.1 Should either party default in the performance of any obligation with which it is charged hereunder, the other party shall provide written notice of such default to the defaulting party specifying the nature of such default. Upon receipt of such notice of default, the defaulting party shall have thirty (30) days to cure such default.
- 13.2 A waiver of any default by one party to this Agreement, whether by Act of omission, shall not be construed as a continuing waiver of such default.



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### 14. Cancellation

In the event a default continues for a period in excess of thirty (30) days after receiving written notice of such default, the non-defaulting party may terminate this agreement upon written notice to the defaulting party of such termination.

### 15. Compliance with Laws; Maintenance of Standing

15.1 At all times PVFR shall comply with all applicable Federal, state, and municipal laws, regulations and ordinances including, but not limited to laws pertaining to equal employment opportunity.

15.2 At all times PVFR shall maintain its status as being in good standing as a non-profit corporation with the Arizona Secretary of State and shall maintain all applicable federal and state certifications required in order to perform its services hereunder.

### 16. Severability

Should any provision of this Agreement be adjudicated void or unenforceable by a Court of competent jurisdiction, such void or unenforceable provisions shall be deemed stricken from this Agreement and the remaining provisions of the Agreement shall continue in full force and effect.

### 17. Authorization

Each of the parties represents and warrants to the other it has been duly authorized by its governing body to enter into this Agreement and to execute it on behalf of the party in his or her representative capacity.

### 18. Modification

This agreement may be modified only by mutual consent of the parties evidenced by a writing signed by both parties.



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### 19. Prohibition Against Assignment

This Agreement may not be assigned by either party. Any attempt to assign this Agreement shall be deemed void and of no force or effect.

### 20. Inurement

This agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors in interest.

### 21. Choice of Law; Venue

21.1 This Agreement shall be constructed in accordance with the Laws of the State of Arizona.

21.2 Should legal action be commenced in respect to this Agreement or any provision thereof, the venue of such litigation shall be in Santa Cruz County, Arizona.

### 22. Notices

All notices required by or otherwise permitted by this Agreement shall be addressed to the respective parties and delivered personally or by United States Mail addressed as follows:

#### **To the Town:**

Town of Patagonia  
Attn: Town Manager  
P.O. Box 767  
310 McKeown Avenue  
Patagonia, AZ 85624

#### **To PVFR:**

Patagonia Volunteer Fire and Rescue Inc.  
Attn: Fire Chief Hartigan  
P.O. Box 497  
127 South Third Street  
Patagonia, AZ 85624

Notices served in accordance with the foregoing shall be deemed received by the recipient on the date they are either served personally or posted.





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### 23. Integration Clause

This Agreement sets forth the entire understanding and agreement of the parties in respect to the subject matter herein contained and any representations or promises by one party to the other with respect to the content of this Agreement whether made prior to or contemporaneously with the execution hereof shall be conclusively deemed superseded hereby.

### 24. Notice of Right to Cancel Contract

Pursuant to A.R.S. § 38-511, the Town reserves the right to cancel this Agreement. This right applies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Town is, at any time, while this Agreement or any extension of this Agreement is in effect, and employee or agent of PVFR in any capacity or a sub-consultant to PVFR with respect to the subject matter of this Agreement. This right must be exercised within three years after the effective date of this Agreement and is without penalty or further obligation. Cancellation under this section by the Town shall be effective when written notice from the Town Manager is received by PVFR. The Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Town from PVFR arising as the result of the contract.

*IN ACCORDANCE WITH THE PATAGONIA VOLUNTEER FIRE & RESCUE, INC. CONSTITUTION & BYLAWS ADOPTED JULY 3, 2020, ARTICLE V-BOARD OF DIRECTORS SECTION 2. PURPOSE: THE BOARD OF DIRECTORS SHALL FUNCTION AS THE ADMINISTRATIVE BRANCH OF PVFR, AND ARE RESPONSIBLE FOR THE FINANCIAL, FACILITY, CAPITAL, AND BUSINESS FUNCTIONS OF THE ORGANIZATION. THE BOARD WILL WORK IN CONJUNCTION WITH THE FIRE CHIEF AND HIS LINE OFFICERS TO MANAGE THE ORGANIZATION IN ACCORDANCE WITH BEST PRACTICES OF THE FIRE SERVICE.*



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**IN WITNESS WHEREOF** the parties have executed this Agreement by their respective duly authorized representatives in Patagonia, Arizona.

TOWN OF PATAGONIA, an Arizona  
Municipal Corporation

PATAGONIA VOLUNTEER FIRE AND RESCUE INC.,  
an Arizona Non-Profit Corporation

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ANDREA WOOD, MAYOR

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ROBERT OLLERTON, PVFR BOARD PRESIDENT

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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RON ROBINSON, TOWN MANAGER

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MICHAEL MASSEE, TOWN ATTORNEY