

**AGREEMENT FOR THE PLACEMENT
OPERATION AND USE OF CERT VEHICLES**

**Between
PINAL COUNTY AND THE TOWN OF FLORENCE**

THIS AGREEMENT is made effective this _____ day of _____, 2020, between Pinal County, a political subdivision of the State of Arizona, (hereinafter referred to as "Pinal") and the Town of Florence, an Arizona municipal corporation on behalf of its Fire Department, (hereinafter referred to as "the Department").

RECITALS

WHEREAS, Pinal County is authorized by A.R.S. § 26-308A to purchase and distribute equipment, materials and supplies for emergency management purposes; and,

WHEREAS, the Department operates a Community Emergency Response Team ("CERT") to provide response and assistance in times of emergency; and,

WHEREAS, Pinal County has received an Emergency Management Performance Grant (Grant) from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Grant requires the County to provide a fifty percent (50%) match of the grant funds provided; and

WHEREAS, Pinal County has purchased a number of vehicles (may want to provide more detail) for emergency response and management ("CERT Vehicles") with the Grant Funds; and,

WHEREAS, it has been determined that placement of a CERT Vehicle with the Department would provide a faster and more comprehensive response in the event of an emergency; and

WHEREAS, the Department wishes to take title to and possession of, maintain and use the CERT Vehicle as specified in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

1. The County will provide to the Department one CERT Vehicle. The Department is not restricted from purchasing additional CERT Vehicles with its own funds.
2. The Department will reimburse the County for twenty five percent (25%) of the cost of the CERT Vehicle as the Department's portion of the matching funds for the Grant.
3. Upon receipt of the Department's payment of its portion of the matching funds, the

County will transfer the deliver, and transfer title to, the CERT Vehicle to the Department subject to the following restrictions:

- a) The CERT Vehicle must be used only for the purpose of providing emergency response, including training, consistent with the terms of this Agreement;
 - b) The Department shall not encumber the CERT Vehicle without approval of the Federal Emergency Management Agency;
 - c) The Department shall use, manage and dispose of the CERT Vehicle in compliance with 2 CFR 200.313(c) through (e).
4. The Department is responsible for the proper storage, use, and maintenance of the CERT Vehicle, including the costs for all maintenance and repair, during the term of this Agreement. The CERT Vehicle will be kept in a safe and secure area that is readily accessible to the Department.
 5. **The** CERT Vehicle may be used by the Department to assist neighboring areas during large-scale disasters or when other CERT teams are overwhelmed in their response efforts.
 6. The CERT Vehicle is only to be used for CERT response to emergency and disaster incidents, CERT training and exercises and to pick up or drop off CERT related supplies and equipment. Under no circumstance will the CERT Vehicle be utilized for personal use or any personal matters. Violation of this requirement may result in the removal of the CERT Trailer from the Department and/or criminal prosecution.
 7. In the event of an accident involving the CERT Vehicle, the Department is to immediately report the incident to the relevant authorities and then contact the Pinal County Office of Emergency Management Duty Officer when it is safe to do so.
 8. The Department shall indemnify, hold harmless, and defend the County against all damages, liability, claims and lawsuits resulting from the use or operation of the CERT Vehicle by any of the Department or any of its employees, agents, contractors or servants. The Department shall be solely responsible for the costs of repair of damage to the CERT Vehicle or its contents. The Parties agree they are not joint employers for the purpose of workers compensation coverage and that any person assigned by a Party to carrying out the obligations of the Agreement shall remain an employee of such Party.
 9. This Agreement shall be effective for a period of 5 years and shall thereafter be automatically renewed for an additional period of 5 years unless either party notifies the other in writing 60 days prior to the expiration of the existing term.

10. During the term of this Agreement, the Department shall maintain insurance necessary to adequately cover the value of the CERT Vehicle and its contents.
11. In the event that it is determined that the Department or any of its employees, officers, agents of contractors has used the CERT Vehicle in violation of the terms of this Agreement, The Department shall reimburse the County for the full purchase price of the CERT Vehicle, minus the 25% match paid by the Department prior to receipt of the CERT Vehicle.
12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
13. This Agreement constitutes the entire Agreement between the parties. The Agreement shall not be modified, altered or amended except through a written amendment signed by the parties. This Agreement shall be governed by the laws of the State of Arizona.
14. The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties executed this AGREEMENT the day and year first written above.

_____, on behalf of the
Town of Florence

Pinal County, a political subdivision of the State
of Arizona

By: _____
Brent Billingsley, Town Manager

By: _____
Chairman of the Board of Supervisors

Date: _____

Date: _____

Attest: _____
Lisa Garcia, City Clerk

Attest: _____
Clerk of the Board of Supervisors

Approved as to form:

Kevin S. Costello, Deputy Pinal
County Attorney, Civil Division