

**INTERGOVERNMENTAL AGREEMENT
FOR
WATER TANK AND HYDRANT USE**

This intergovernmental agreement (“Agreement”) is entered into by and between SONOITA ELEMENTARY SCHOOL DISTRICT NO. 25, a political subdivision of the state of Arizona (“School District”), and SONOITA-ELGIN FIRE DISTRICT, an Arizona fire district (“Fire District”). School District and Fire District are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

I. Recitals

- A. School District and Fire District may contract for services and enter into agreements with one another for joint or cooperative action, pursuant to A.R.S. §§ 11-952; 15-342 (13) and 48-805(B)(17).
- B. School District and Fire District serve common residents and may further the public interest by permitting common use of their facilities and equipment to minimize expense to their common residents, improve service delivery and provide enhanced resources to the community.
- C. School District owns a water tank and an associated hydrant, located at 23 Elgin Road, Sonoita, Arizona, and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference [“Shared Facilities”], that would enhance Fire District’s ability to provide fire protection to the community.
- D. The Parties wish to enter into an agreement to allow Fire District to access the Shared Facilities to take water in support of Fire District’s mission to provide fire protection services to the community.

II. Terms

- A. School District’s Obligations: School District recognizes that use of its Shared Facilities by Fire District to support and enhance Fire District’s fire protection activities benefits the entire community. Therefore, School District agrees to:
 - (1) Allow Fire District, and its employees and fire protection vehicles, 24-hour access to the Shared Facilities to take water, as needed, to support its ordinary and extraordinary/emergency fire protection operations.
 - (2) Waive any fees or other charges for Fire District’s use of the Shared Facilities and taking of water.
 - (3) Maintain its current levels of property and casualty insurance coverage for the Shared Facilities.
 - (4) Provide service and maintenance to the Shared Facilities to keep them operational, as planned and budgeted, by School District. The Parties agree that the decisions on

maintenance and repair of the Shared Facilities are non-delegable decisions of School District. However, Fire District shall be responsible for the costs of any repairs that are necessary and directly attributable to Fire District's use of the Shared Facilities.

- (5) Provide as much notice as feasible to Fire District of any known or anticipated schedules or periods of maintenance, repair and/or inoperability of the Shared Facilities.

B. Fire District's Obligations: Fire District recognizes that School District is allowing access to the Shared Facilities as an accommodation to Fire District for the benefit of the whole community. Therefore, Fire District agrees to:

- (1) Only use the Shared Facilities and water service in furtherance of its public mission to provide fire protection services to the community.
- (2) Use due care in accessing the Shared Facilities and be financially responsible for any damage to them caused by Fire District or its employees, vehicles or agents.
- (3) Maintain its current levels of property and liability insurance coverage.
- (4) Recognize that School District may limit use of the Shared Facilities due to School District's needs or functions.

C. Priority of Use of Shared Facilities: School District has priority of use of the Shared Facilities. School District will provide as much notice as is feasible of any anticipated times during which the Shared Facilities will be unavailable to Fire District.

III. Notices

Notices required or permitted hereunder shall be given via email, addressed as follows:

To School District:

Daniel Ericksen - Superintendent
dericksen@elgin.k12.il.us

To Fire District:

Fire Chief, Marc Meredith
meredith@sefd911.org

Or at any other address designated by School District or Fire District in writing.

V. Term

- A. This Agreement is effective February 1, 2026, and shall continue in effect for three years, unless sooner terminated by either Party. Any Party may terminate its participation in this Agreement upon 60 days' written notice to the other Party.
- B. On or before the anniversary date of this Agreement, on an annual basis, the School District and Fire District may meet and confer, through their chief administrative officers, in good

faith on the operation of the Agreement and suggest changes, if necessary, for consideration by the governing bodies of School District and Fire District.

VI. Insurance and Indemnification

- A. The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.
- B. School District and Fire District shall secure and maintain property insurance coverage protecting their property against all risk of physical damage or loss. Unless one of the Party's property is damaged by the actions of the other Party or its agents or employees, the Parties agree to rely on their respective property insurance coverage for all other property damages.
- C. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

VII. Cancellation for Conflict

This Agreement is subject to cancellation in certain conflict of interest situations pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

VIII. Governing Law

- A. This Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- B. During the performance of this Agreement, School District and Fire District agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

IX. Remedy

- A. All Parties agree to use good faith efforts to informally resolve disputes arising out of this Agreement.
- B. Any Party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

X. Waiver

Waiver by any Party of any breach of any term, covenant or condition herein shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

XI. Force Majeure

A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Any Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

XII. Miscellaneous Provisions

- A. Amendments to this Agreement shall be in writing, signed by all Parties to the Agreement. Formal amendments shall not be needed to notify Parties of address changes, changes in position titles, etc. Such information may be provided via correspondence between the Parties.
- B. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- C. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.
- D. The Parties warrant that they comply with all federal immigration laws and regulations that relate to their employees and that they comply with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that each of the other Parties retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.
- E. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall operate or be interpreted to expand, increase or extend the jurisdiction of any of the Parties beyond the jurisdiction granted by applicable Arizona law, nor shall it be construed to alter the applicable standard of care under Arizona law.

F. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

The "FIRE DISTRICT":
SONOITA-ELGIN FIRE DISTRICT, an Arizona
fire district

The "SCHOOL DISTRICT":
SONOITA ELEMENTARY SCHOOL DISTRICT
No. 25, an Arizona political subdivision

By: _____
Chris Johnson, Board Chairman

By: Harry Dotson
Harry Dotson, Board President

Date: _____

Date: 2/3/2024

ATTEST:

Ruth Ann LeFebvre, Board Clerk

ATTEST:
Daniel Erickson
Daniel Erickson, Superintendent

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement by and between the Sonoita Elementary School District No. 25 and Sonoita-Elgin Fire District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined, for their respective clients, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sonoita Elementary School District No. 25:

Jessica Sanchez
_____, Attorney for the District
Jessica Sanchez

1-21-2026

Date

Sonoita-Elgin Fire District:

Thomas Benavidez, Attorney for the District

Date