



MEMORANDUM Transportation & Development – CC Memo No. 13-021

DATE: JANUARY 29, 2013

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RD*
 PATRICK MCDERMOTT, ASSISTANT CITY MANAGER *[Signature]*
 R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *[Signature]*
 JEFF KURTZ, PLANNING ADMINISTRATOR *[Signature]*
 KEVIN MAYO, PLANNING MANAGER *KM*

FROM: ERIK SWANSON, CITY PLANNER *[Signature]*

SUBJECT: INTERGOVERNMENTAL AGREEMENT - ANNEXATION SOUTHEAST
 CORNER OF ARIZONA AVENUE AND RIGGS ROADS
 Adoption of Resolution No. 4668

Request: Intergovernmental Agreement with Sun Lakes Fire District

Location: Southeast corner of Arizona Avenue and Riggs Road

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 4668 authorizing an Intergovernmental Agreement (IGA) between the Sun Lakes Fire Department (SLFD) and the City of Chandler for the transfer of fire protection services from the SLFD to the City of Chandler. Upon execution of the IGA, the transfer of fire protection services will take effect July 1, 2013.

BACKGROUND

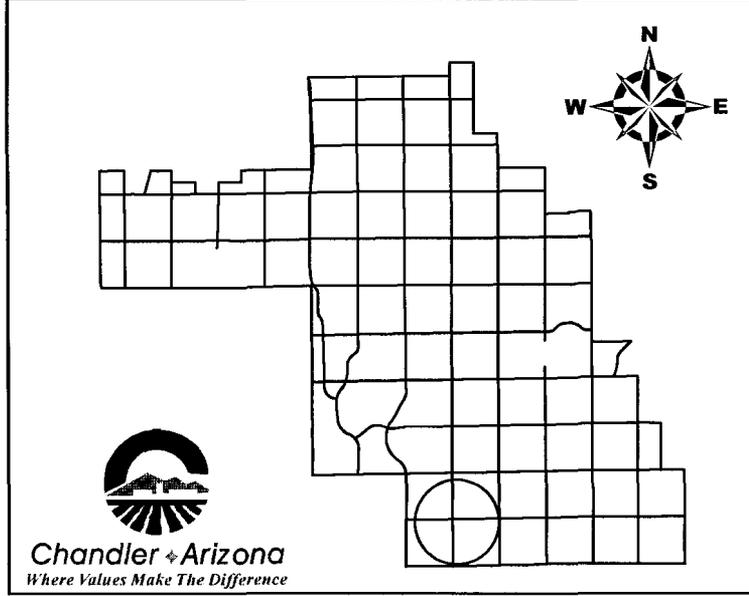
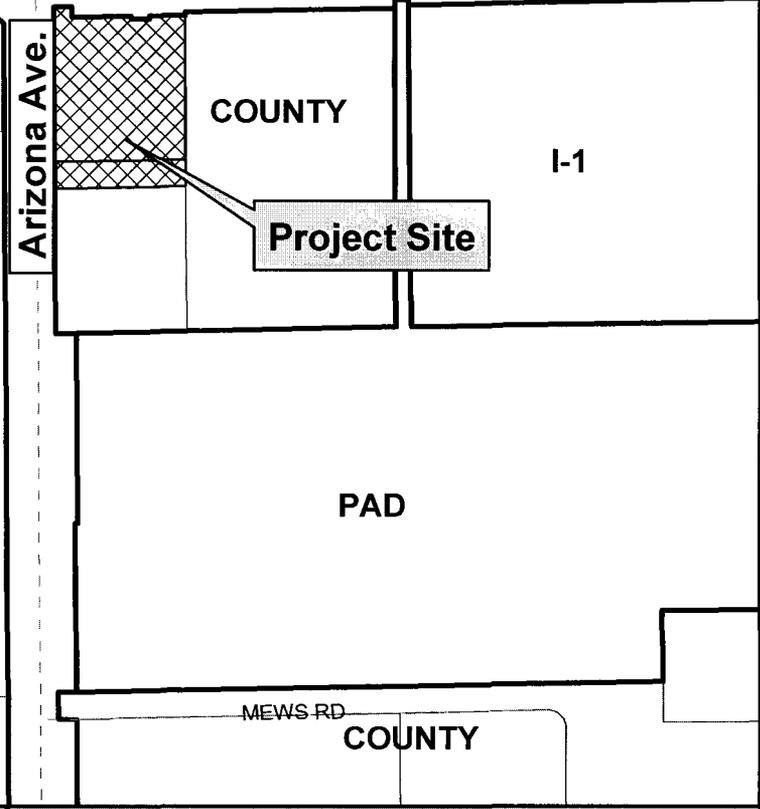
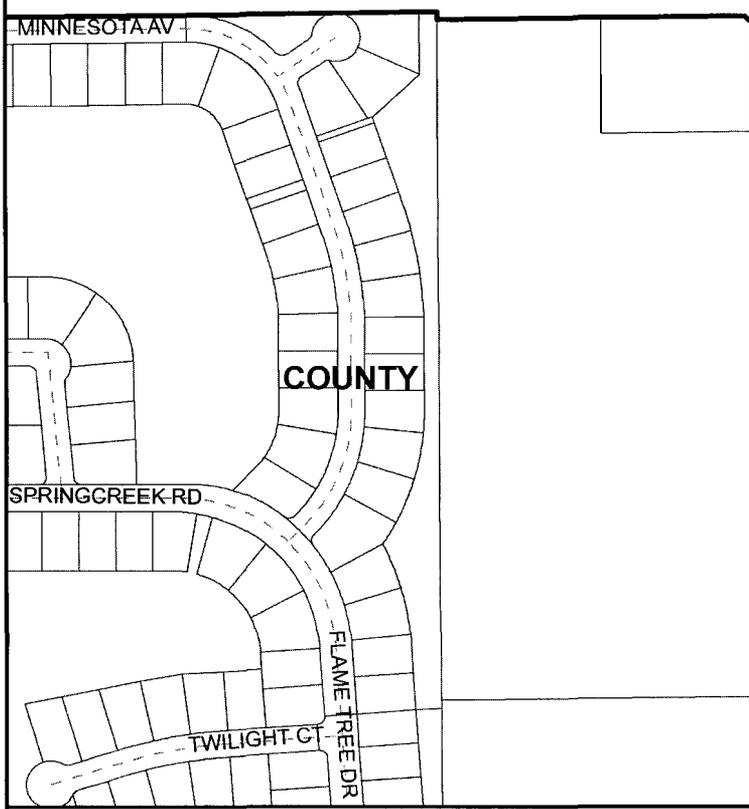
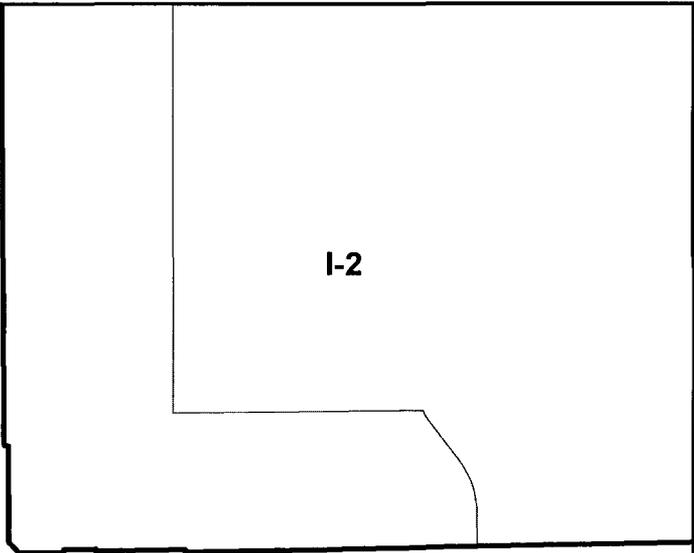
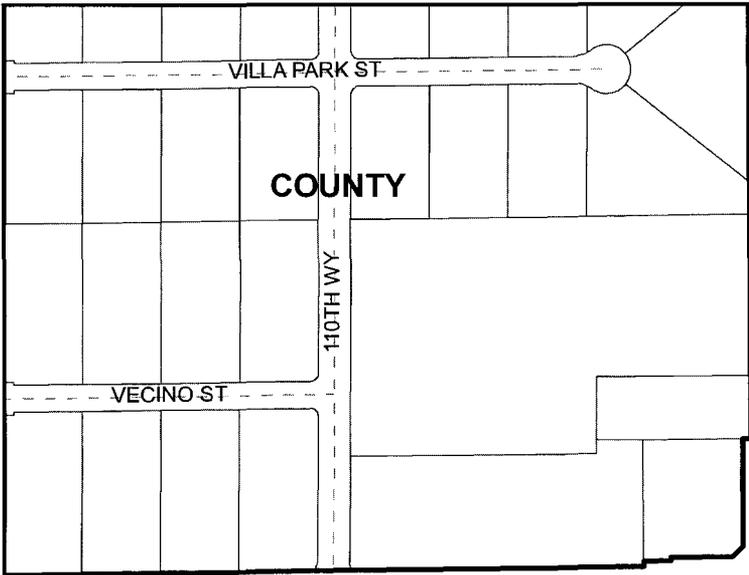
The subject site is approximately 2.1-acres located at the southeast corner of Arizona Avenue and Riggs Road, and is currently in the process of being annexed into the jurisdiction of Chandler. Due to the site being located within the Sun Lakes Fire District and in accordance with State Statutes, when annexed territories are incorporated into a municipal jurisdiction, an IGA is required when transferring fire protection services occur. Attached is an executed IGA from the SLFD Board of Directors.

RECOMMENDATION

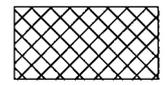
Move to Adopt Resolution No. 4668, authorizing an IGA between the SLFD and the City of Chandler transferring fire protection services from the SLFD to the City of Chandler, as recommended by Staff.

Attachments

1. Vicinity Maps
2. Sun Lakes Fire District Boundary Map
3. Resolution No. 4668



Vicinity Map



Resolution No. 4668

SEC Arizona Ave. & Riggs Rd.





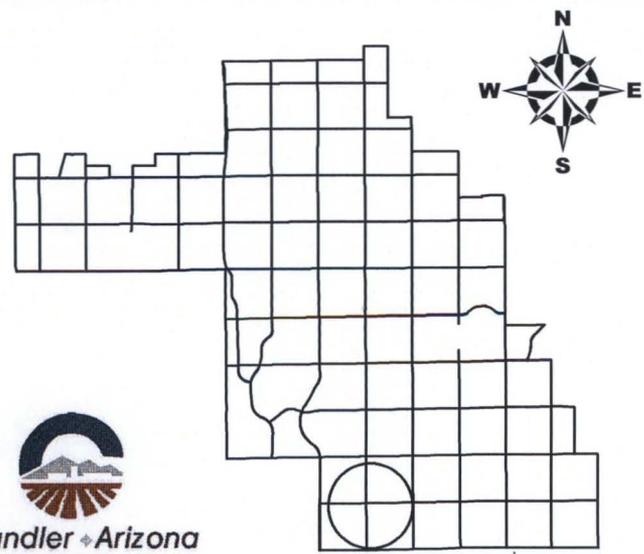
Arizona Ave.

Riggs Rd.

Project Site

PAD

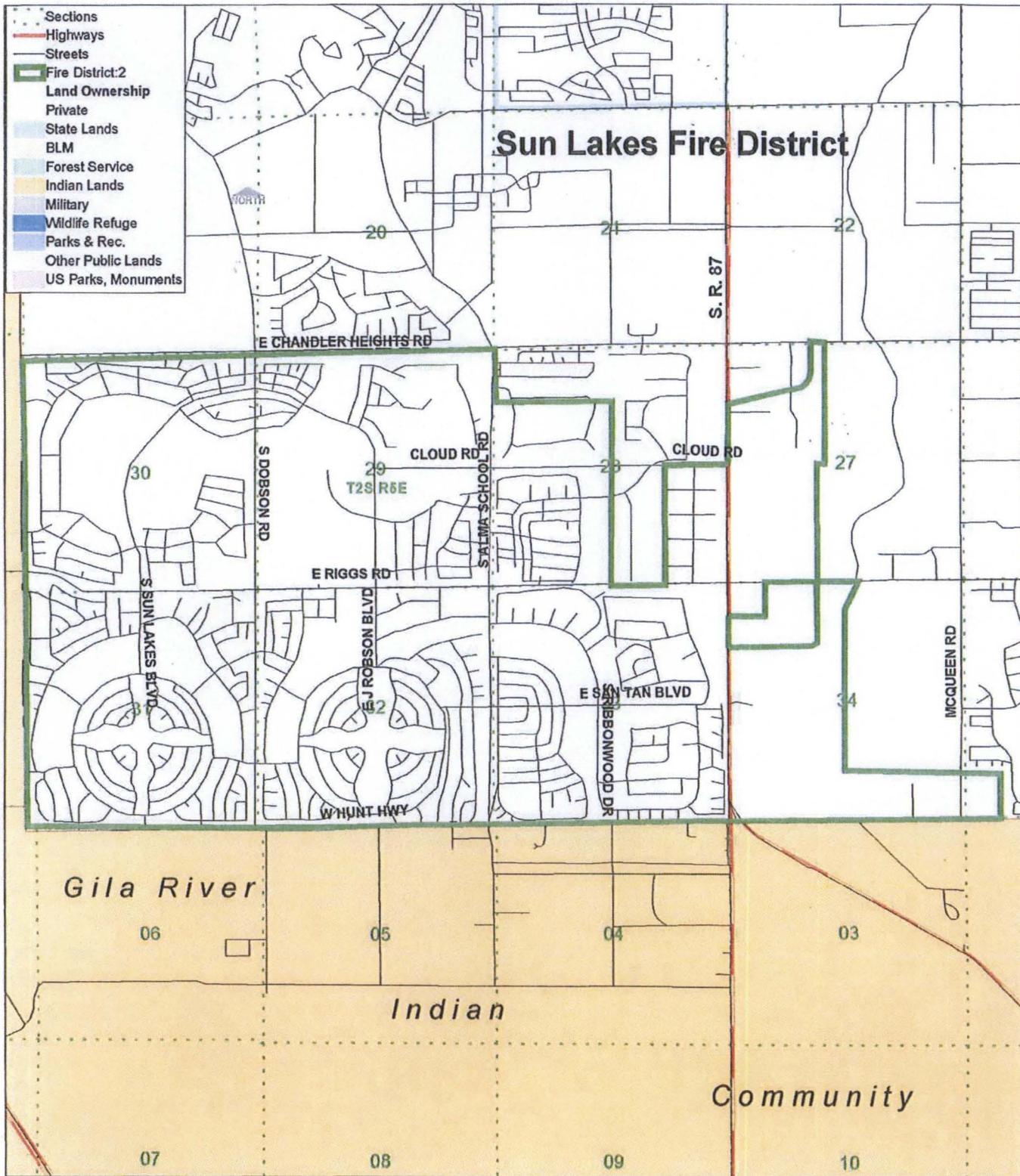
Vicinity Map



Resolution No. 4668

SEC Arizona Ave. & Riggs Rd.





RESOLUTION NO. 4668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR OF THE CITY OF CHANDLER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE SUN LAKES FIRE DISTRICT FOR PROVISION OF FIRE PROTECTION SERVICES IN TERRITORY ANNEXED INTO THE CITY OF CHANDLER.

WHEREAS, the City of Chandler (the "City") is proceeding to annex into the City certain unincorporated territory, which is generally situated south and east of the intersection of Arizona Avenue and Riggs Road, and which is part of the territory that comprises the Sun Lakes Fire District, a political subdivision of the State of Arizona (the "Fire District"); and

WHEREAS, upon completion of the annexation, the City will elect or will have elected to provide regular fire department services or fire protection services for the annexed area; and

WHEREAS, pursuant to A.R.S. § 48-813(A), if part of the territory of a fire district is annexed into a city, the annexed area remains a part of the fire district until the next July 1 following the time when the city elects to provide regular fire department services to the annexed area; and

WHEREAS, pursuant to A.R.S. § 48-813(D), if part, but not all of the territory of a fire district is annexed into a city, all assets of the fire district remain the property of the fire district; and

WHEREAS, pursuant to A.R.S. § 48-813(E), the City and the Fire District are authorized to enter into an intergovernmental agreement regarding the annexed area to mitigate, or confirm the absence of, any detrimental effects on services provided by the Fire District as a result of the annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That approval of an intergovernmental agreement, in the form attached hereto as Exhibit "A", between the City and the Fire District, concerning the aforementioned territory being incorporated into the City, is hereby granted.
2. That the Mayor of the City of Chandler is hereby authorized to execute the intergovernmental agreement for and on behalf of the City of Chandler, and city staff is authorized to take such additional action as required to give effect to the agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of February, 2012.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4668 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of February, 2012, and that a quorum was present thereat.

CITY CLERK

Approved as to form:

City Attorney *GAJ*

When Recorded, Return to:
CITY CLERK
City of Chandler
Mail Stop 606
P.O. Box 4008
Chandler, AZ 85244-4008

**INTERGOVERNMENTAL AGREEMENT REGARDING ANNEXATION OF
TERRITORY SERVED BY THE SUN LAKES FIRE DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the or this "Agreement") is entered into this 22nd day of January, 2013, between the City of Chandler, an Arizona municipal corporation (the "City"), and the Sun Lakes Fire District, a political subdivision of the State of Arizona (the "Fire District"), collectively referred to in this Agreement as the "Parties."

WHEREAS, pursuant to A.R.S. §48-813(E), the City and the Fire District are authorized by law to enter into an intergovernmental agreement when territory that is part of the property within the Fire District is proposed to be annexed into the City in order to mitigate any detrimental effects on the Fire District services to the remaining population in the Fire District resulting from the annexation; and

WHEREAS, pursuant to A.R.S. §48-813(A), when territory that is a part of the property within a fire district is annexed to a city or town, the annexed territory remains part of the district until the next July 1 following the date when the city or town elects to provide regular fire department services to the annexed territory; and

WHEREAS, the City has been requested to adopt Ordinance Nos. 4422 and, thereby, annex into the limits of the City certain territory that is part of the property within the Fire District, said territory to be annexed being described and depicted in attached Exhibit A (legal description) and Exhibit B (map) (the "Subject Territory"); and

WHEREAS, the City and the Fire District desire to enter into an agreement to assure that the pending annexation of the Subject Territories has not had and will not have any detrimental effect on future services provided to the remaining population in the Fire District or that any such detrimental effect has been or will be mitigated to the extent reasonably possible as a prerequisite to the City making an election to provide regular fire department services to the Subject Territories;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The City acknowledges and agrees as follows:

a. Upon the annexation of the Subject Territories, within the time required by law, the City shall take action to elect to provide regular fire department services to the Subject Territories, so that the Subject Territories shall only remain part of the Fire District until July 1, 2013. In the event that annexation of Subject Territories is not completed, this Agreement shall be deemed void and the Subject Territories shall continue to remain part of the Fire District past July 1, 2013.

2. The Fire District acknowledges and agrees as follows:

a. The Fire District has received written notice of the proposed annexation of the Subject Territory (Ordinance No. 4422) at least 30 days prior to completion of the annexation.

b. The Fire District makes no objection to the City's annexation of the Subject Territories.

c. The Fire District does not own or have any interest in any infrastructure, equipment, personal property or other assets within the Subject Territories.

3. This Agreement shall be governed, construed and controlled according to the laws of the State of Arizona, and jurisdiction of any court proceedings will lie in the Maricopa County Superior Court.

4. In the event either party brings any action for any relief, declaratory otherwise, arising out of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, expert witness fees and other taxable costs as determined by the court, and which will be deemed to have accrued on the commencement of the action.

5. No term or provision of this Agreement will benefit any third party, or any other firm, organization or corporation not a party to this Agreement, and no person, firm, organization or corporation will have any right or cause of action under this Agreement.

6. This Agreement constitutes the entire Agreement of the Parties. No representations, agreements or understandings, oral or written, other than this Agreement will vary its terms.

7. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be deemed to possess the full force and effect of the original.

8. Pursuant to the provisions of A.R.S. § 38-511, the City may cancel this Agreement, without fee reduction or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity with respect to the subject

matter of the Agreement. The City is unaware of any conflict as of the date of the execution of this Agreement.

9. Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to sign this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

10. The Parties agree that each party and its counsel have reviewed and/or revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement.

11. Any amendment to or variation from the terms of this Agreement shall be in writing and shall become effective only after approval of both Parties.

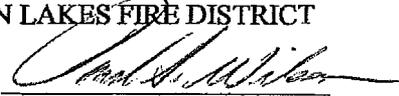
12. The Exhibits referred to herein and attached hereto are incorporated herein in by this reference.

The parties have executed this Agreement by signing their names on the day and year first written above.

CITY OF CHANDLER

SUN LAKES FIRE DISTRICT

By: _____

By: 

Its: _____

Its: Fire Chief

ATTEST:

City Clerk

Certification by City Attorney

The undersigned attorney for the City of Chandler certifies that the attorney has reviewed this Agreement and finds that it is in proper form and within the power and authority granted to the City under the laws of the State of Arizona.

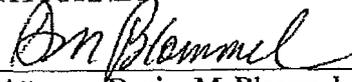
CHANDLER CITY ATTORNEY

By: _____
Assistant City Attorney

Certification by Sun Lakes Fire District Attorney, Denise M. Blommel, PLLC

The Sun Lakes Fire District Attorney, by and through the undersigned Denise M. Blommel, PLLC, acting as attorney for the Fire District pursuant to A.R.S. § 48-853(C), certifies that the attorney has reviewed this Agreement and finds that it is in proper form and within the power and authority granted to the Fire District under the laws of the State of Arizona.

SUN LAKES FIRE DISTRICT
ATTORNEY

By: 
Attorney Denise M. Blommel, PLLC
7272 E. Indian School Rd., Suite 206
Scottsdale AZ 85251