



**Chandler • Arizona**  
*Where Values Make The Difference*

#13  
AUG 09 2007

**MEMORANDUM                      Fire**

**DATE:**            AUGUST 9, 2007

**TO:**                MAYOR AND CITY COUNCIL

**THRU:**            W. MARK PENTZ, CITY MANAGER

**FROM:**            JIM ROXBURGH, FIRE CHIEF

**SUBJECT:**        COUNTY ISLAND FIRE PROTECTION

**RECOMMENDATION:** That Council approves Resolution #4112, related to an Intergovernmental Agreement (IGA) between the City and Maricopa County for the provision of interim emergency services on county islands within Chandler's corporate limits.

**BACKGROUND/DISCUSSION:** Last month the Maricopa Board of Supervisors adopted a resolution and temporary fire service plan as part of the Board's efforts to assure the availability of fire protection to County island residents and businesses prior to the creation of noncontiguous fire districts in accordance with the recently passed HB 2780. As a follow-up to that action, Chandler's legal staff has prepared an Intergovernmental Agreement (IGA) for the provision of interim emergency services to county islands located within Chandler's corporate limits.

A meeting of the Public Safety Subcommittee was held July 16, 2007. The details of the proposed IGA were discussed at length. It was the recommendation of the Subcommittee to forward a copy of the proposed IGA to the County Manager to solicit feedback regarding the IGA. The City Manager forwarded this on July 17, 2007. The County Manager only had one request regarding the IGA. This request was to extend the collection time periods in the IGA from 30 days to 60 days. This change is incorporated into the current IGA.

This IGA provides for interim coverage of County islands within Chandler's corporate limits by the Chandler Fire Department until the noncontiguous County islands can form a fire district and solicit coverage for their district. This IGA contains a termination of this interim coverage of March 1, 2008 if a fire district is not formed by the County residents.

**FINANCIAL IMPLICATIONS:** This IGA provides for the City to bill the owner of the county island parcel for the emergency services provided. If payment is not received by the owner, the City will then forward the bill to the County for payment. The costs for services are contained in Exhibit B of the IGA.

**PROPOSED MOTION:** That Council approves Resolution #4112, related to an Intergovernmental Agreement between the City of Chandler and Maricopa County for the provision of interim emergency services on county islands within Chandler's corporate limits.



**Maricopa County**  
County Manager's Office

**RECEIVED**

JUL 31 2007

CITY MANAGER'S  
OFFICE

301 West Jefferson Street  
10th Floor  
Phoenix, AZ 85003-2143  
Phone: 602-506-1950  
Fax: 602-506-3328  
www.maricopa.gov

July 27, 2007

Mr. W. Mark Pentz  
City Manager  
City of Chandler  
Mail Stop 605  
PO Box 4008  
Chandler, AZ 85244-4008

Dear Mark:

I very much appreciate the leadership of the City of Chandler in proposing an interim City-County fire services agreement for Chandler area county islanders. We are reviewing the draft and may ask for one minor change (30 to 60 day fee collection period). We are anxious to move on it to protect county island residents while ensuring the City of Chandler both payment and indemnification.

We will be in touch with you soon in regard to our schedule for Board of Supervisors approval.

Again, we appreciate you taking the lead on this solution which, hopefully, will be the model for other communities.

Sincerely,

A handwritten signature in cursive script that reads "Dave".

David R. Smith  
County Manager

DRS/ag

Cc: Rick Bohan, Maricopa County

Copies: Rick Dlugas  
Pat Mc Dermott  
Chief Roxburgh  
Asst. Fire Chief Clark  
Jim Cairns  
Patrice Kraus

**PUBLIC SAFETY COUNCIL SUBCOMMITTEE  
MEETING MINUTES**

A meeting of the Public Safety Council Subcommittee was held on July 16, 2007 at the Chandler Fire Department Headquarters, 221 E. Boston Street, at 9:00 a.m.

**COUNCILMEMBERS IN ATTENDANCE:**

Bob Caccamo  
Jeff Weninger

**OTHERS PRESENT:**

Dave Bigos, Mayor & Council Asst.  
Julie Buelt, Sr. Financial Analyst  
Tom Carlson, Asst. Fire Chief  
Jeff Clark, Asst. Fire Chief  
Rich Dlugas, Asst. City Manager  
Holly Granillo, Sr. Executive Asst. – Recording Secretary  
Mike House, City Attorney  
Patrice Kraus, Intergovernmental Affairs Coordinator  
Mark Pentz, City Manager  
Jim Roxburgh, Fire Chief  
Debbe Simpkins, Sr. Management Asst.

Chief Roxburgh called the meeting to order at 9:06 AM.

Copies were distributed of the most recent draft Intergovernmental Agreement (IGA) dated 6/22/07, between the City of Chandler and Maricopa County, for provisions of interim emergency services for county islands within Chandler's planning district. Additionally, the Maricopa County Board Resolution regarding temporary fire service plan was distributed, as well.

Asst. Chief Carlson discussed the proposed IGA between the City and Maricopa County. A brief historical review was given to the subcommittee members relative to House Bill 2780, which was passed by the Arizona Legislature. Below are the three options from HB 2780 available to a fire district once formed:

1. Enter into an IGA with the municipal provider
2. Solicit bids for a private provider to provide the service
3. If #1 & #2 are not obtainable, then the municipality would have to provide the service

House Bill 2780 further provides for a three-member panel to establish a fee for providing emergency services. This panel is composed of; 1) fire district board member; 2) a municipality member; 3) a member chosen from both the fire district board and the municipality. This panel applies to options 1 and 3. The panel will then set the fee and take that proposal to the County Attorney for review.

A discussion took place regarding the formation of a fire district by the various county islands in Chandler's planning district. The residents of the county islands will need to initiate on their own the formation of a fire district. Residents of the county island would need to set a map of the islands to be included in the district and then present this map to the Board of Supervisors for approval. The county residents can obtain the map, however, they will not be allowed to request a hearing of the County Board of Supervisors until after House Bill 2780's effect date of the bill, which is September 19, 2007.

They would try to facilitate an interim coverage protection while the districts are being formed.

City staff attended a meeting of various cities and the County where the County stated they were willing to help the cities out if they provided coverage during the interim period of when these fire districts were being formed. In response to this, Jim Cairns took the original IGA we had previously sent to the County and created an interim IGA to provide emergency coverage during this interim period. This IGA is what was presented to the Public Safety Subcommittee. The previous liability questions related to this IGA were addressed by inserting the language from HB2780 into the IGA. The City developed fees to charge for services as part of this IGA.

Discussion took place regarding Section 8.0 – Indemnification and Dispute Resolution. City Attorney, Mike House briefed the subcommittee that there are three types of Indemnifications. As listed in the IGA, Section 8.1 - The County will indemnify us for any type of damage that occurs as a result of the County's negligence. Section 8.2 - We will indemnify the County for any negligence of ours in execution of the obligations under the agreement. Section 8.3 - Additional Indemnification, this section relates to Section 5.0 – Safety Issues. It was discussed that the County may express concern regarding this section.

Asst. Chief Carlson mentioned there might be a start up costs associated with this IGA with regards to the transfer of 911 phone numbers. Under the IGA, these costs are to be paid by the County.

Discussion took place regarding Section 4.0 – Collection and Payment of the proposed IGA. The IGA provides for the City to send the initial billing to the county island resident. If the City does not collect from the resident the bill will then be sent to the County for payment.

Further discussion took place pertaining to the IGA. A concern was that the newly formed fire district would have to be formed by May 1, 2008. If the district is not formed by that date, the IGA will be terminated. Once the board gives authority to circulate petitions, the district would have one year to complete this process.

The Public Safety Council Subcommittee recommended the Intergovernmental Agreement for emergency services within county islands be placed on the August 9, 2007 City Council agenda.

  
\_\_\_\_\_  
Jim Roxburgh, Fire Chief

RESOLUTION NO. 4112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY FOR THE PROVISION OF INTERIM EMERGENCY SERVICES WITHIN COUNTY ISLANDS

WHEREAS, Arizona Revised Statutes, Section 11-951, et seq. provides that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action; and

WHEREAS, pursuant to amendment to Arizona Revised Statutes, Sections 9-500.20, 9-500.23, and 11-251 and 11-251.12, adopted in 2004, a city may provide fire and emergency medical services ("emergency services,") outside its corporate limits to county islands pursuant to an intergovernmental agreement between a county and that city. A county island is statutorily defined as unincorporated territory surrounded on all sides by a city or where the unincorporated territory has borders that involve a combination of a city and other municipalities or a reservation; and

WHEREAS, owners of record of county island property located within both unincorporated Maricopa County and the City's general planning area ("the Chandler Islands") that do not have any emergency services provider under contract and are, therefore, either unprotected or are not paying for services that may be provided during an emergency; and

WHEREAS, the only private provider of emergency services that offered services on a contract basis to owners of property within the Chandler Islands has ceased providing these services; and

WHEREAS, House Bill 2780 (HB 2780) amended Title 48, Chapter 5, Arizona Revised Statutes by adding Article 3 relating to noncontiguous county island fire districts permitting owners of property in the Chandler Islands to form a fire district is to become effective on or about September 19, 2007; and

WHEREAS, it will take anywhere from six (6) months to sixteen (16) months for the owners of property within the Chandler Islands to form a fire district and begin collecting assessments necessary to fund the provisions of emergency services within the Chandler Islands pursuant to HB 2780; and

WHEREAS, the parties believe that an interim process to ensure that emergency services are provided to the Chandler Islands until such time that a fire district can be formed and begin collecting the assessments necessary to fund the provision of emergency services to that district is necessary for the safety and well being of all owners of record in the Chandler Islands and, to a lesser extent, owners of parcels within City limits located near the Chandler Islands; and

WHEREAS, the City is willing to provide emergency services for property within the Chandler Islands provided that the cost of these services are not borne by City and that City fire fighting personnel are not put at greater risk of death or injury due to infrastructure and hazardous materials storage concerns than they would be when responding to emergencies within City's city limits.

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

Section 1. That the Mayor is hereby authorized to execute an Intergovernmental Agreement between the City of Chandler and Maricopa County for the provision of interim emergency services within County Islands in the form attached hereto.

Section 2. That City staff is authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4112 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, and that a quorum was present thereat.

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF INTERIM EMERGENCY SERVICES  
WITHIN COUNTY ISLANDS**

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF CHANDLER, an Arizona municipal corporation ("City") and MARICOPA COUNTY, a political subdivision of the State of Arizona ("County"), collectively referred to in this IGA as "the parties".

**RECITALS:**

WHEREAS, Arizona Revised Statutes, Section 11-951, et seq. provides that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action; and

WHEREAS, pursuant to amendment to Arizona Revised Statutes, Sections 9-500.20, 9-500.23, and 11-251 and 11-251.12, adopted in 2004, a city may provide fire and emergency medical services ("emergency services,") outside its corporate limits to county islands pursuant to an intergovernmental agreement between a county and that city. A county island is statutorily defined as unincorporated territory surrounded on all sides by a city or where the unincorporated territory has borders that involve a combination of a city and other municipalities or a reservation; and

WHEREAS, owners of record of county island property located within both unincorporated Maricopa County and the City's general planning area ("the Chandler Islands") that do not have any emergency services provider under contract and are, therefore, either unprotected or are not paying for services that may be provided during an emergency; and

WHEREAS, the only private provider of emergency services that offered services on a contract basis to owners of property within the Chandler Islands has ceased providing these services; and

WHEREAS, House Bill 2780 (HB 2780) amended Title 48, Chapter 5, Arizona Revised Statutes by adding Article 3 relating to noncontiguous county island fire districts permitting owners of property in the Chandler Islands to form a fire district is to become effective on or about September 19, 2007; and

WHEREAS, it will take anywhere from six (6) months to sixteen (16) months for the owners of property within the Chandler Islands to form a fire district and begin collecting assessments necessary to fund the provisions of emergency services within the Chandler Islands pursuant to HB 2780; and

WHEREAS, the parties believe that an interim process to ensure that emergency services are provided to the Chandler Islands until such time that a fire district can be formed and begin collecting the assessments necessary to fund the provision of emergency services to that district is necessary for the safety and well being of all owners of record in the Chandler Islands and, to a lesser extent, owners of parcels within City limits located near the Chandler Islands; and

WHEREAS, the City is willing to provide emergency services for property within the Chandler Islands provided that the cost of these services are not borne by City and that City fire fighting personnel are not put at greater risk of death or injury due to infrastructure and hazardous materials storage concerns than they would be when responding to emergencies within City's city limits.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 Participation and Area Covered.

1.1 Area Covered. This IGA regarding the provision of emergency services only includes property located within the Chandler Islands, as that term has been defined herein.

1.2 Map. The Chandler Islands existing at the inception of this IGA, and which are the subject of this IGA, are generally depicted on the map set forth in Exhibit "A", which is attached hereto and incorporated herein through this reference.

2.0 Scope of Service.

2.1 Equivalent Response. The City will respond to calls for emergency services to the Chandler Islands during the term of this IGA. Subject to limitations on personnel and equipment available to provide a response within the Chandler Islands and the City's primary and paramount obligation to provide emergency services to its residents, the City shall attempt to provide emergency services to the Chandler Islands in the same manner that it provides such services within City's city limits. The City is not undertaking any additional duty to act, guaranteeing any response time, or agreeing to obtain any additional emergency services capacity by virtue of executing this IGA.

2.2 Safety Issues. As set forth in Section 5.0 of this IGA, the City's response to an emergency call within the Chandler Islands may also be impacted by certain safety or infrastructure related issues.

### 3.0 Costs.

3.1 Per Response Basis. The City will not accept any new subscription based contracts as a result of the IGA and all invoices for emergency services will be on a per response basis. The City shall not invoice for emergency services provided to an owner of property within the Chandler Islands that has a current subscription for such services within the City. The City will only invoice for emergency services where such services were actually initiated in response to a call for emergency services.

3.2 Fee Schedule. The cost per call for providing emergency service pursuant to this IGA shall be based on the fee schedule set forth in Exhibit "B", which is attached hereto and incorporated herein through this reference.

3.3 Start-up Costs. The City shall not charge the County any start-up costs associated with the actual responses into the Chandler Islands. Such costs are mapping, recording of hydrant locations, entering of premises information on properties, etc. The County shall be responsible for the transition of 911 calls into the Maricopa County Sheriff's office to be routed to the Phoenix Regional Dispatch Center who will then dispatch City units directly.

### 4.0 Collection and Payment.

4.1 Initial Invoice. The City shall mail an invoice to the last known address of the owner of record of the property within the Chandler Islands at which the City provided emergency services pursuant to this IGA.

4.2 County Invoice. If the City does not collect from the property owners receiving such emergency services within sixty (60) days of invoicing for such response costs, the City shall assign to the County any right it has to collect from the property owner for the emergency response services provided and invoice the County for these costs. The County shall pay the City the amount invoiced within sixty (60) days of invoice.

4.3 County Collection. The County shall be solely responsible for all administrative and other costs associated with collecting such response costs and will have sole discretion as to how to conduct such collection activities. Upon request, the City shall provide information to the County regarding the emergency services provided in connection with the County's attempts to collect costs from the owner of property within the Chandler Islands pursuant to this Section.

4.4 Survive Termination. The provisions of this Section 4.0 shall survive termination of this IGA.

5.0 Safety Issues.

5.1 General. While the City is willing to provide emergency services to property within the Chandler Islands pursuant to this Agreement, it is acknowledged that the City has a need to protect the safety of its emergency response personnel and that certain infrastructure issues and hazardous material storage practices, which would not be permitted in the City, may currently exist within the Chandler Islands, increasing risk to first response personnel. It is also acknowledged that, where such infrastructure issues and hazardous material storage practices are implicated, this may limit the scope and effectiveness of the services that City can provide under this IGA to property located within the Chandler Islands.

5.2 Bridges. It is acknowledged that the City may not be able to respond to an emergency, or may need to alter its typical or preferred response methodology, where access to property within the Chandler Islands requires the crossing of a bridge that has not been demonstrated to satisfy the requirements of Section 103.2 of the 2003 edition of the International Fire Code. Any demonstration of compliance with this bridge standard offered by the County must be to the satisfaction of the City's Fire Chief.

5.3 Site Access. It is acknowledged that the City may not be able to respond to an emergency, or may need to alter its typical or preferred response methodology, where the street leading to property within the Chandler Islands is not adequately designed or maintained to support large or heavy emergency response vehicles or where access to the site is otherwise limited by structural issues.

5.4 Water Supply. It is acknowledged that the City will be severely limited in its ability to provide effective fire service to property within the Chandler Islands without proximately located fire hydrants or where any proximately located hydrants have inadequate water pressure. It is also recognized that the City's ability to haul water to property within the Chandler Islands is quite limited.

5.5 Hazardous Substances. It is acknowledged that the City will be limited in its ability to provide effective emergency services to property within the Chandler Islands that may store or use hazardous materials where the quantities, location and handling practices for these hazardous materials are not documented and provided to the City prior to response

and where such location and handling practices are not in compliance with Section 2701.5.3 of the 2003 edition of the International Fire Code.

5.6 Structural Integrity. It is acknowledged that the City will be limited in its ability to provide effective emergency service for structures located on property within the Chandler Islands, particularly for commercial structures, without documentation as to the composition, room location and structural integrity of those structures prior to response and where the structure does not comply with the provisions of Section 110.1 of the 2003 edition of the International Fire Code relating to structural integrity.

5.7 Knowledge of Hazards. It is acknowledged that the City will generally not enter into a commercial structure where hazardous materials may be stored unless the City has been given prior access to the property to become familiar with the operations, contents and physical characteristics of the structure and the operations and physical characteristics of the structure generally conform to standards set forth in the 2003 edition of the International Fire Code. The decision as to whether to enter any facility, even where prior access has been provided, shall be left to the battalion commander in charge of the response based on risk management profiles.

5.8 Other Issues and Universal Precautions. It is acknowledged that the recitation of some safety-related issues in this Section 5.0 is not meant to be all-inclusive. It is acknowledged further that the City will generally use “universal precautions”, whereby it assumes the worst, when dealing with unknown conditions while providing emergency services pursuant to this IGA.

## 6.0 Notice Regarding Safety Issues.

6.1 Notification of Safety Issues. Neither the City nor the County shall have any obligation under this IGA to inspect for, or notify the other of, any of the safety-related issues set forth in Section 5.0 that may exist on a property within the Chandler Islands. Either party may, however, notify the other of safety issues that it discovers.

6.2 No Code Enforcement. Notwithstanding the limited ability to enter structures pursuant to Subsection 5.7 of this IGA, neither the City nor the County is granted any right to enforce the other's codes that may apply to property within the Chandler Islands by virtue of this IGA and neither party has an obligation to act in an inspection or code enforcement capacity under this IGA. Either party may, however, review structural and operational issues with property owners located within the Chandler Islands, make recommendations based on such reviews, and report code

compliance issues that it discovers to the State Fire Marshal, the other party or other applicable regulatory agencies.

6.3 No Duty to Report. The City shall not have any obligation or duty to notify the owner of property within the Chandler Islands, or the State Fire Marshal, of any safety issues discovered (as generally set forth in Section 5.0 of this IGA), or the impact those safety issues may have on the emergency services provided under this IGA. It shall not, however, be a breach of this IGA for the City to notify the owner of property within the Chandler Islands, or the State Fire Marshal, of any safety issues discovered or the impact those safety issues may have on the emergency services provided under this IGA.

## 7.0 Term.

7.1 Commencement and Expiration. This IGA shall commence on the date the parties have executed it and, unless renewed, amended or terminated early, end on the earlier of December 31, 2008 and the date that a fire district formed pursuant to HB 2780 enters into a contract to provide emergency services within the Chandler Islands.

7.2 Early Termination. This IGA may be terminated early under any of the following circumstances:

7.2.1 Failure to Form a Fire District. A party to this IGA may terminate this IGA if a fire district is not formed within the Chandler Islands pursuant to HB 2780 by March 1, 2008.

7.2.2 Breach. A part to this IGA may terminate this IGA if the other party breaches a material provision of this IGA and the breach has not been cured after notice, if required under Subsection 9.1.

## 8.0 Indemnification and Dispute Resolution.

8.1 By County. The County shall indemnify and hold harmless the City, its officers, agents and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected by reason of injury or death of any person, or loss or damage to any property contributed to or caused by the active or passive negligence of the County, its agents, servants, employees, contractors or subcontractors in the execution of the County's obligations under this Agreement or in connection therewith. In case any suit or other proceeding shall be brought on account thereof, the County, at the request of the City, will assume the defense at the County's own

expense and will pay all judgments rendered therein. This indemnification specifically includes any claim or expense associated with the City limiting the scope of the emergency services provided for a particular property within the Chandler Islands in the manner specified in this IGA.

8.2 By City. The City shall indemnify and hold harmless the County, its officers, agents and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected by reason of injury or death of any person, or loss or damage to any property contributed to or caused by the active or passive negligence of the City, its agents, servants, employees, contractors or subcontractors in the execution of the City's obligations under this Agreement or in connection therewith. In case any suit or other proceeding shall be brought on account thereof, the City, at the request of the County, will assume the defense at the City's own expense and will pay all judgments rendered therein.

8.3 Additional Indemnification. In addition to the indemnification provisions set forth in Subsection 8.1 above, the County shall indemnify and hold harmless the City, its officers, agents and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected to by reason of injury or death of any person, or loss or damage to any property directly contributed to or directly caused by:

8.3.1 Safety Issues. The City's provision of emergency services to any person or property located within the Chandler Islands under this IGA to the extent that such claims or expenses, including penalties and assessments, and attorneys' fees, are attributable to services that were adversely impacted by the existence of an infrastructure or safety issue set forth in Section 5.0 of this IGA within the Chandler Islands, unless the City's provision of such emergency services was grossly negligent;

8.3.2 Code Enforcement. A lack of applicable fire and building code enforcement regarding structures located on property within the Chandler Islands or any lack of notice of a safety issue to any owner of property within the Chandler Islands; and

8.3.3 Clean-Up. Any liability or claim associated with those services excluded under Section 10 of this Agreement.

8.4 Dispute Resolution. The parties agree that in the event that there is a dispute regarding indemnification under this Agreement that the matter shall be submitted to the American Arbitration Association in Phoenix, Arizona and that such controversy shall be determined under their then existing rules and that such decision which may be in the form of an award of damage against one party and in favor of the other party or otherwise, shall be final and binding upon both parties. Unless otherwise agreed by the parties, the prevailing party in the arbitration shall be entitled to recover against the non-prevailing party its attorney's fees, expert witness fees and other reasonable costs in connection with the arbitration.

8.5 Survive Termination. The provisions of this Section 8.0 shall survive termination of this IGA.

9.0 Breaches.

9.1 Notice and Opportunity to Cure. Unless a breach of, or default under, this Agreement will result in an imminent threat to public health, safety and welfare, the non-defaulting party shall provide the defaulting party written notice of the alleged breach or default and a reasonable opportunity to cure such breach or default prior to such breach or default becoming actionable.

9.2 Dispute Resolution. Prior to conducting any litigation relating to this Agreement, the City and the County shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the breach.

10.0 Other Limitations. The City shall not be responsible for, or provide any clean-up or response relating to, debris, residue or waste generated by providing emergency services pursuant to this Agreement.

11.0 Miscellaneous.

11.1 Notices. Unless otherwise provided in this IGA, all notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required hereunder shall be given by certified U.S. mail, postage prepaid or personally delivered, against receipted copy, at the address set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. Notices shall be deemed received upon receipt, shall be evidenced by a receipted copy (in the case of notices that are personally delivered), or as evidenced by the postal service receipt.

City of Chandler  
Attn.: Fire Chief  
221 East Boston Street, MS 801  
Chandler, Arizona 85225

Maricopa County Assessor  
Attn.: Joan Blackburn  
Manager, Support Services  
301 West Jefferson Street, Suite 130B  
Phoenix, Arizona 85003-2196

With a copy to:

Office of County Counsel  
222 North Central Avenue, Suite 1100  
Phoenix, Arizona 85004

11.2 Entire Agreement. This IGA constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

11.3 Amendments. Any amendment to or variation from the terms of this IGA shall be in writing and shall become effective only after approval of both parties.

11.4 Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but which, when taken together, shall constitute one and the same instrument.

11.5 Cancellation. Each party acknowledges that the other has the right as provided in A.R.S. Section 38-511 to cancel this IGA if, while this IGA or any extension is in effect, any person significantly involved in negotiating, drafting or securing this IGA on behalf of a party is (i) an employee or agent of the other party in any capacity, or (ii) a consultant to the other party with respect to the subject matter of this IGA.

11.6 Governing Law. This IGA is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

11.7 Attorney's Fees. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this IGA as a consequence of any breach by the other party of its obligations under this IGA, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing party.

11.8 Headings. The headings used in this IGA are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

11.9 Good Standing Authority. Each of the parties represents and warrants to the other that it is duly formed and validly existing under the law of Arizona and that the individual(s) executing this Agreement on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual is signing.

11.10 Default and Remedies. In the event that a party is in default hereunder, the other party shall have all remedies available to them at law or in equity (including expedited equitable relief) whether under this Agreement or otherwise. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder, other than the indemnification provisions, shall be in addition to and not a waiver or limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or equity.

11.11 Waiver. No waiver by any party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other terms or conditions contained herein.

11.12 Non-Agents. This Agreement does not create a principal/agent relationship between the parties and neither party is hereby authorized to incur costs, expenses or other obligations on behalf of the other party.

11.13 Time of Essence. Time is hereby declared to be of the essence for the performance of all terms, covenants, conditions and obligations under this Agreement.

11.14 Effective Date. This Agreement is entered into effective as of the date of full execution by the Parties.

11.15 Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

11.16 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.17 Interpretations and Definitions. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any

rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.18 No Third Party or Beneficial Rights Granted. This Agreement does not and is not intended to grant rights or benefits to persons or properties not parties to this Agreement, nor does the Agreement bestow any rights on nor authorize non-parties to enforce rights, services or benefits provided under this Agreement.

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

CITY OF CHANDLER,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

The undersigned attorney for the City 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.

Approved as to Form:

\_\_\_\_\_  
City Attorney 

MARICOPA COUNTY,  
a political subdivision

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

The undersigned attorney for the County 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 County under the laws of the State of Arizona.

Approved as to Form:

\_\_\_\_\_  
Deputy County Attorney

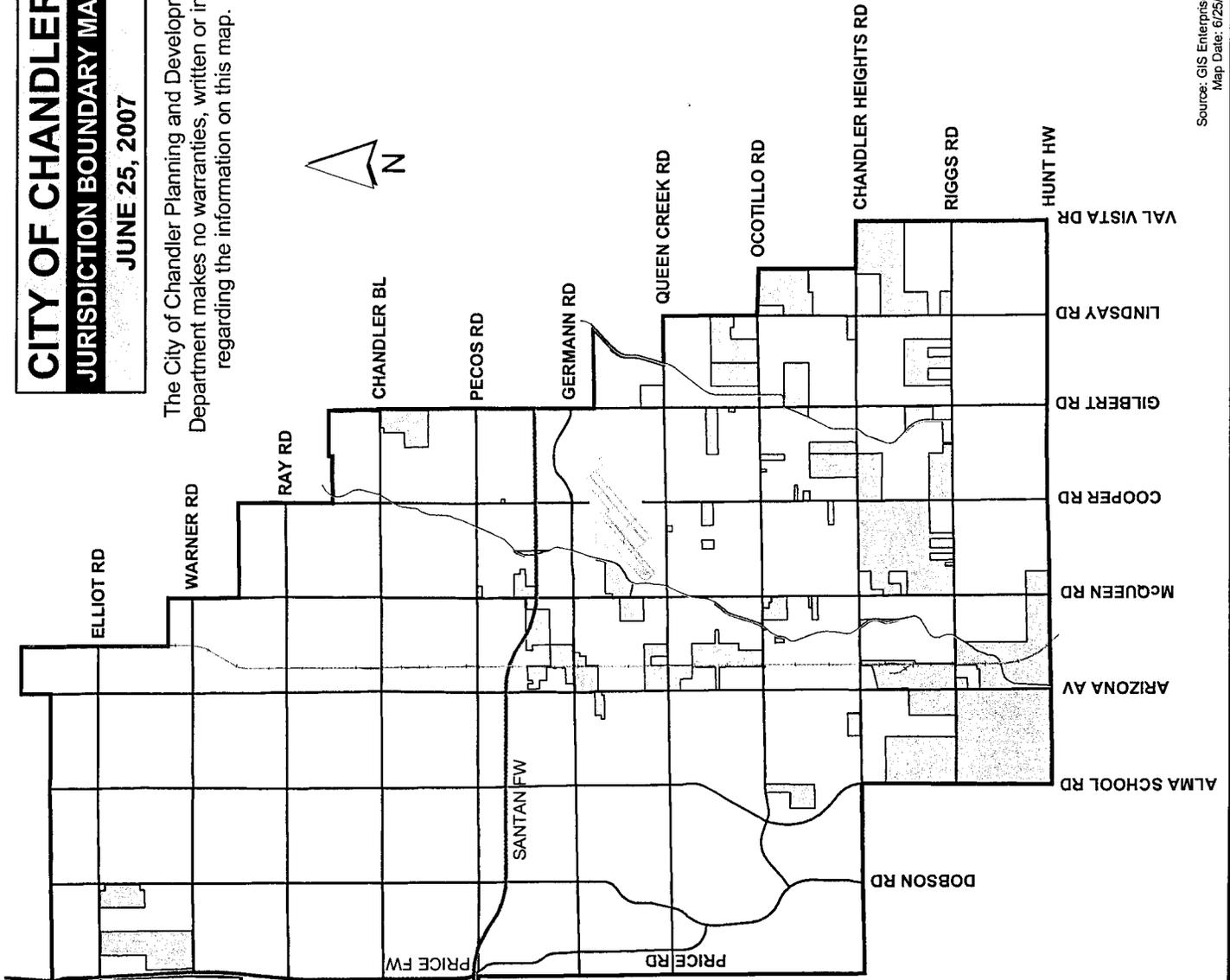


**Chandler Arizona**  
*Where Values Make The Difference*

**CITY OF CHANDLER  
 JURISDICTION BOUNDARY MAP**

**JUNE 25, 2007**

The City of Chandler Planning and Development Department makes no warranties, written or implied regarding the information on this map.



City of Chandler Incorporated Area  
 64.15 Square Miles as of June 25, 2007  
 Source: City of Chandler Planning and Development Department

**LEGEND**

- AIRSTRIPS
- CANALS
- RAILROADS
- FREEWAYS
- MILE STREETS
- ▭ MUNICIPAL PLANNING AREA
- ▭ COUNTY (UNINCORPORATED AREA)

**EXHIBIT B  
CHANDLER FIRE DEPARTMENT  
FEE SCHEDULE**

Charges for Fire Response where tactical actions are initiated or Emergency Medical Response where medical evaluation is initiated:

- (a) 4 - person apparatus response: \$1680 per response apparatus plus the administrative and hourly personnel charges set forth below;
- (b) 2 - person apparatus response: \$840 per response apparatus plus the administrative and hourly personnel charges set forth below;
- (c) 1 - person apparatus response : \$420 per response apparatus plus the administrative and hourly personnel charges set forth below;
- (d) additional hourly\* personnel charge : n/c for first hour of response;  
\$29 per hour per firefighter for hours 2 through 24;  
\$43 per hour per firefighter for hours 25 and beyond;
- (e) administrative charge: 10% of the charges assessed pursuant to (a)-(d) above.

\* the additional hourly personnel charges will be billed in 15 minute increments and measured from the time that fire apparatus/personnel leaves the fire station for a response to the time that that fire apparatus/personnel arrive back at the fire station after the response.