

#23

JUN 12 2008



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

**MEMORANDUM Fire Department Memo**

**DATE:** JUNE 12, 2008

**TO:** MAYOR AND CITY COUNCIL

**THRU:** W. MARK PENTZ, CITY MANAGER  
 RICH DLUGAS, ASSISTANT CITY MANAGER RD  
 TOM CARLSON, ACTING FIRE CHIEF TC

**FROM:** MARC WALKER, ASSISTANT FIRE CHIEF (mw)

**SUBJECT:** INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MARICOPA FIRE DEPARTMENT

RECOMMENDATION:  
 Staff recommends approval of an Intergovernmental Agreement with the City of Maricopa to provide joint training of fire personnel.

BACKGROUND:  
 The Chandler, Gilbert, Gila River, and Sun Lakes Fire Departments have been training together since 2001. The proposed agreement with the City of Maricopa Fire Department is identical to the agreements we are currently operating under with other fire departments. The City of Maricopa Fire Department is located to the southwest of Chandler. The Chandler Fire Training Center is the closest training center to the City of Maricopa. During the recent boom experienced by the City of Maricopa, their fire Department has experienced rapid expansion as well. This agreement allows Maricopa Fire Department access to a quality fire-training program and provides Chandler an opportunity to train and interact with another regional partner.

FINANCIAL IMPLICATIONS:  
 As outlined in Section 2.0, Maricopa Fire Department is committed to paying up to \$300 per firefighter for consumable items utilized during joint training. Maricopa Fire Department's total financial contribution shall not exceed \$300 per sworn firefighter per calendar year.

PROPOSED MOTION:  
 Authorize an Intergovernmental Agreement with the City of Maricopa to provide joint training of fire personnel at the Chandler Fire Training Center.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into this 1<sup>st</sup> day of April, 2008, by and between the City of Chandler, an Arizona municipal corporation ("Chandler") and the City of Maricopa, an Arizona municipal corporation ("Maricopa") collectively referred to in this IGA as the "parties".

RECITALS:

WHEREAS, Chandler and Maricopa fire department personnel provide mutual assistance to one another with respect to emergencies;

WHEREAS, such mutual assistance will be more effective and efficient if Chandler and Maricopa fire department personnel could be jointly trained; and

WHEREAS, Chandler's Fire Training Facility is large enough to accommodate the training of fire department personnel from both Chandler and Maricopa; and

WHEREAS, Chandler's and Maricopa's cost of training its fire department personnel will be reduced if joint training is provided at the Chandler fire training facility; and

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.

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 Joint Training.

1.1 Agreement to Jointly Train. Chandler and Maricopa agree to jointly train their respective fire department personnel in accordance with the terms and conditions of this IGA.

1.2 Schedule. Chandler will use its best efforts to notify Maricopa of the time and date set for its trainings, and the topic of each such training, no less than fourteen (14) calendar days before the scheduled training event.

1.3 Training Topics. Training topics will include bloodborne pathogens, electrical safety, confined space entry, flashover training, hazardous materials response, technical rescue, hose placement, ladder use and pharmacology. Other subjects will be included as necessary and Maricopa will be given the opportunity to suggest additional topics.

1.4 Training Location. Unless otherwise agreed to by the parties, all training pursuant to the IGA will be conducted at the Chandler Fire Training Facility located at 3550 South Dobson Road, Chandler, Arizona.

1.5 Maricopa Personnel. Only Maricopa fire department personnel will be able to attend trainings scheduled pursuant to this IGA. Upon the request of Maricopa, Chandler shall identify the number of spaces available to Maricopa personnel based on its estimate of the number of Chandler fire department personnel to be in attendance, the availability of funds for consumable items and capacity limits associated with the subject matter or topic of the training.

1.6 Maricopa Instructors. Nothing in this IGA shall be deemed to preclude Chandler and Maricopa from agreeing to have a Maricopa instructor cover some training topics. This provision, however, will not impact any aspect of Subparagraph 2.0.

1.7 Use of Facility. Maricopa agrees to abide by all rules and regulations for use of the Chandler Fire Training Facility, either written or oral, as provided by the appropriate representative of Chandler.

## 2.0 Financial Aspects of Joint Training.

2.1 Consumable Items. Subject to the provisions of Subparagraph 2.3, Maricopa shall provide all consumable items that will be used by its firefighters participating in each joint training event. Chandler shall notify Maricopa of the consumable items it will need to provide for a joint training event based on the number of Maricopa firefighters who will participate in that joint training event. The term consumable items is to be construed broadly and may include the cost of outside experts brought in for a joint training event at the request of Maricopa.

2.2 Training Items. Subject to the provisions of Subsection 2.3, and in addition to the provisions of Subsection 2.1, Maricopa shall, for each calendar year during the term of this IGA, provide non-consumable training items requested by Chandler to be used in a joint training event to be attended by Maricopa firefighters during that calendar year. Chandler shall retain ownership and control of all training items acquired during the term of this IGA.

2.3 Maximum Maricopa Contribution. The monetary value of Maricopa's total contributions pursuant to Subparagraphs 2.1 and 2.2 for any calendar year shall not exceed an amount equal to Three Hundred Dollars (\$300.00) per sworn firefighter employed by Maricopa on December 31 of that calendar year. To qualify for this financial contribution cap, Maricopa shall submit, on or before January 20 of each year, written verification as to the number of sworn firefighters it employed as of December 31 of the prior calendar year, and invoices identifying the monetary value of its contributions for that prior calendar year. Chandler shall, if applicable, remit a check to Maricopa equal to the difference between the total monetary value of Maricopa's contributions pursuant to Subparagraphs 2.1 and 2.2 for that prior calendar year and the financial contribution cap established in this Subsection 2.3.

### 3.0 General Provisions.

3.1 Term. The term of the IGA shall commence on the date that both parties have executed this IGA and, unless, renewed, amended, or terminated early, expire on June 31, 2009.

3.1.1 Automatic Renewal. This IGA shall automatically renew for additional one (1) year terms unless one of the parties notifies the other of its intent to let the IGA expire by October 1 of the year during which the IGA is otherwise scheduled to expire.

3.1.2 Early Termination. Either party may terminate this IGA by providing notice to the other at least ninety (90) days prior to the date the IGA is to be terminated.

3.1.3 Termination for Failure to Appropriate Funds. The parties acknowledge that this IGA is subject to annual budget appropriations and failure by either party to appropriate funds to implement the terms of this IGA shall terminate this IGA.

3.2 Meetings. Representatives from Chandler and Maricopa will meet no less than once per year to discuss the mechanics of this IGA. The parties shall operate in good faith and will be responsive to any reasonable request of the other to meet to discuss matters covered by this IGA in addition to the minimum once per year meeting required.

3.3 IGA Not Exclusive. Nothing in this IGA shall prevent either Chandler or Maricopa from entering other agreements regarding the training, or joint training, of their respective fire department personnel.

3.4 Notice and Opportunity to Cure. Unless a breach of, or default under, this IGA 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.

3.5 Dispute Resolution. Prior to conducting any litigation relating to this IGA, Chandler and Maricopa shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this IGA or the breach, termination, interpretation or validity hereof (a "Dispute"). The parties shall continue to perform their obligations under this IGA during any Dispute except as otherwise provided in this IGA.

3.6 Indemnification. Maricopa shall indemnify and hold harmless Chandler, 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, including the employees, agents and invitees of Maricopa, or loss or damage to any property contributed to or caused by the active or passive negligence of Maricopa, its agents, servants, employees, contractors or

subcontractors in the activities described in this IGA or in connection therewith. In case any suit or other proceeding shall be brought on account thereof, Maricopa, at the request of Chandler, will assume the defense at Maricopa's own expense and will pay all judgments rendered therein. The provisions of this Subparagraph 3.6 shall survive termination of this IGA.

3.7 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, which shall be evidenced by a receipted copy (in the case of notices that are personally delivered), or as evidenced by the postal service receipt.

Chandler Fire Department  
Attn. Chief Jeff Clark  
221 East Boston Street  
Chandler, Arizona 85225

Maricopa Fire Department  
Attn.: Chief Bill Kelleher  
44624 W. Garvey Ave  
P.O. Box 136  
Maricopa, Arizona 85239

#### 4. Miscellaneous.

4.1 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.

4.2 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.

4.3 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.

4.4 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.

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

4.6 Severability. If any provision of this IGA is declared invalid, illegal or unenforceable, that provision shall be severed from the IGA, and the remaining provisions shall otherwise remain in full force and effect.

4.7 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. All such fees shall be deemed to have accrued upon the commencement of such action.

4.8 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.

4.9 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.

4.10 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 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.

4.11 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 condition contained herein.

4.12 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.

4.13 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.

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

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

4.16 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.

4.17 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.

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

ATTEST:

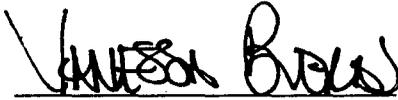
CITY OF CHANDLER,  
an Arizona municipal corporation

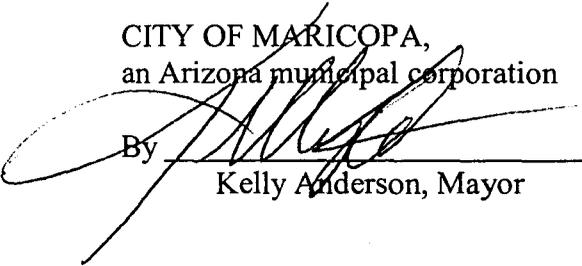
\_\_\_\_\_  
Marla Paddock  
City Clerk

By \_\_\_\_\_  
~~Jay Tibshraeny~~, Mayor Boyd W. Dunn

ATTEST:

CITY OF MARICOPA,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Vanessa Bueras  
City Clerk

By   
\_\_\_\_\_  
Kelly Anderson, Mayor

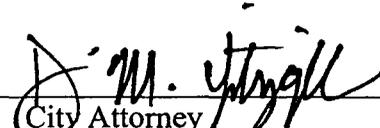
ATTORNEY'S CERTIFICATION

The undersigned attorneys for the respective parties hereto each certify that they have reviewed this Agreement and find that it is in proper form and within the power and authority granted to their respective clients under the laws of the State of Arizona.

CITY OF CHANDLER

By:   
\_\_\_\_\_  
City Attorney

CITY OF MARICOPA

By:   
\_\_\_\_\_  
City Attorney