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MAR 12 2009



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM Fire

DATE: MARCH 12, 2009

TO: MAYOR AND CITY COUNCIL

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

FROM: JEFF CLARK, FIRE CHIEF *JC*

SUBJECT: COUNTY ISLAND FIRE PROTECTION IGA

RECOMMENDATION: That Council approve Resolution No. 4267, related to an Intergovernmental Agreement (IGA) between the City and the Chandler County Island Fire District for the provision of emergency services on county islands within Chandler's corporate limits.

BACKGROUND/DISCUSSION: County island residents within the corporate limits of the City have formed a fire district allowed under State Law. The Chandler County Island Fire District was officially formed by action of the County Board in December 2008. Shortly after the formation of the Fire District, the City and the Fire District began discussions to enter into an IGA for fire protection services. The IGA provides for the City of Chandler Fire Department to provide emergency services to the non-contiguous county island parcels that comprise the Chandler County Island Fire District. The agreement is for five years and contains a renewable provision. The agreement also contains indemnification provisions required by the City.

FINANCIAL IMPLICATIONS: The IGA provides for the Chandler County Island Fire District to pay for emergency services provided by the City of Chandler Fire Department. The payments are based on an agreed upon formula contained in the IGA. The approximate annual revenue the Fire District will pay to the City is \$1,185,000. For FY 08/09 this fee will be prorated by the day (\$3,249 per day) that will be assessed from the date of this agreement, April 1, 2009 to June 30, 2009. The annual fee for FY 09/10 (July 1, 2009 – June 30, 2010) will be calculated using the formula contained in the agreement and will be submitted to the Fire District prior to June 30, 2009. The Fire District will pay the City in two equal payments on or before November 15, 2009 and May 15, 2010. The November 15, 2009 payment will also include the fees for service for the April – June 2009 coverage.

PROPOSED MOTION: That Council approve Resolution No. 4267, authorizing to an Intergovernmental Agreement (IGA) between the City and Chandler County Island Fire District for the provision of emergency services on county islands within Chandler's corporate limits.

RESOLUTION NO. 4267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES BETWEEN THE CITY OF CHANDLER AND THE CHANDLER COUNTY ISLAND FIRE DISTRICT.

WHEREAS, A.R.S. §48-853 authorizes a city to provide fire protection services outside of its corporate limits to non-contiguous county islands formed into a fire district pursuant to an intergovernmental agreement;

WHEREAS, the Chandler County Island Fire District (Fire District) has been duly formed by the Maricopa County Board of Supervisors in accordance with A.R.S. § 48-851, et seq; and

WHEREAS, the City of Chandler and the Fire District have negotiated the terms of an intergovernmental agreement for the provision of fire protection services for property within the Fire District wherein the City of Chandler is paid for all costs associated with providing such services.

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

Section 1: That the attached Intergovernmental Agreement for the provision of fire protection services is hereby approved and the Mayor is hereby authorized to execute that Intergovernmental Agreement on behalf of the City of Chandler.

Section 2: That City staff is authorized and directed to perform those acts necessary to give effect to the Intergovernmental Agreement approved by this Resolution No. 4267.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2009

ATTEST:

CITY CLERK

MAYOR

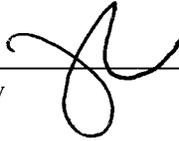
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4267 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2009, and that a quorum was present thereat.

City Clerk

APPROVED AS TO FORM:

City Attorney



When Recorded, Return to:

INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF FIRE PROTECTION
SERVICES BETWEEN THE CHANDLER COUNTY ISLAND
FIRE DISTRICT AND THE CITY OF CHANDLER

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 200__, between the City of Chandler, an Arizona municipal corporation ("the City"), and the Chandler County Island Fire District, a political subdivision of the State of Arizona ("the Fire District"), collectively referred to in this Agreement as the "parties".

WHEREAS, Section 1.03, of the City's Charter, and A.R.S. §11-952, et seq., authorize the City, and A.R.S. §48-853(A)(8)(a) and §48-853(A)(10) authorize the Fire District, to enter into intergovernmental agreements for the provision of joint action or services, including the fire protection services; and

WHEREAS, A.R.S. §48-853 authorizes a city to provide fire protection services outside its corporate limits to non-contiguous county islands formed into a Fire District; and

WHEREAS, the Chandler County Island Fire District has been duly formed by the Maricopa County Board of Supervisors in accordance with A.R.S. § 48-851, et seq.; and

WHEREAS, the City is willing to provide Fire Protection Services for property within the Fire District provided that the City is paid for all costs associated with providing these services in accordance with the terms of this Agreement; and

WHEREAS, the parties desire to enter into an agreement to provide Fire Protection Services within the boundaries of the Fire District pursuant to the terms set forth below.

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:

Article 1. Definitions.

A. "City Fire Code" means the 2006 Edition of the International Fire Code as amended by Chapter 28, Code of the City of Chandler, adopted by the City pursuant to [Ordinance No. 4074.] [Potential amendment]

B. "Emergency Medical Services" means emergency medical services performed by the City's fire department personnel as a first responder. It does not include ambulance services as regulated by Title 36 of the Arizona Revised Statutes.

C. "Fire Protection Services" means those services relating to fire suppression, fire prevention, fire inspection and Emergency Medical Services to be provided by the City to the Fire District in the manner set forth in this Agreement.

Article 2. Fire District Area.

The area comprising the Fire District is that area approved by the Maricopa County Board of Supervisors set forth in **Exhibit "A"**, which is attached hereto and, by this reference, made a part of this Agreement. A new **Exhibit A** will be substituted on June 15, 2009, and every June 15 thereafter during the term of this Agreement, to reflect the then current composition of the Fire District after any annexation of property into the City.

Article 3. Term of Agreement.

This Agreement shall be effective on the date that both parties have executed it and, unless renewed, amended or terminated early in conjunction with the terms hereof, shall expire on June 30, 2013. The City will begin providing Fire Protection Services pursuant to this Agreement five (5) calendar days after the later of execution by the parties, submission of proof of insurance coverage meeting the requirements set forth in **Article 15**, and certification by the Maricopa County Attorney that the negotiations and proposals reflected in this Agreement are based on commercially reasonable assumptions. This Agreement may be renewed for an additional five (5) year term by mutual agreement of the parties. If the Fire District wishes to renew this Agreement, it shall provide the City with written notice of its desire to renew at least 180 days prior to the expiration of the Agreement.

Article 4. Scope of Services and Response Performance.

A. Response to Calls for Fire Protection Services. The provision of Fire Protection Services by the City pursuant to this Agreement shall be subject to the limitations of personnel and equipment available to provide response within the Fire District and the City. The City will provide Fire Protection Services to the Fire District

in the same manner as it provides these services within the City's jurisdictional limits. The City specifically represents that is not guaranteeing any response times, or agreeing to obtain any additional, specific response capacity or infrastructure by virtue of its obligations under this Agreement.

B. Response Issues. The City's response to any call for Fire Protection Services within the Fire District may be impacted by the issues described in Articles 6 and 11 of this Agreement.

Article 5. Payment for City Services.

A. Fee for Services.

1. 2009 Fiscal Year. The fee to be paid by the Fire District to the City for providing Fire Protection Services to the Fire District pursuant to this Agreement during any part of the City's 2009 fiscal year (July 1, 2008 through June 30, 2009) shall be Three Thousand Two Hundred Forty-Nine Dollars (\$3,249.00) per day, which amount is 1/365 of what the 2009 fiscal year annual fee set forth in **Exhibit B** would be if Fire Protection Services were provided for the entire year. **Exhibit B** is attached hereto and, by this reference, made a part of this Agreement. This fee is based on the portion of the City's 2009 fiscal year budget attributable to the City's Fire Department operations and the property comprising the Fire District set forth in **Exhibit A** as of the commencement of this Agreement.

2. Subsequent Fiscal Years. The fee to be paid by the Fire District to the City for providing Fire Protection Services to the Fire District pursuant to this Agreement for all fiscal years subsequent to the 2009 fiscal year shall be provided to the Fire District on or before June 30, starting on June 30, 2009. The Fire District acknowledges that the fee paid to the City by the Fire District is a function of the annual budget adopted by the City for the Fire Department and the property then comprising the Fire District. As the City's Fire Department budget and the area comprising the Fire District is revised in subsequent fiscal years, the fee paid by the Fire District to the City for Fire Protection Services shall be revised in a manner consistent with the methodology set out in **Exhibit B** to this Agreement. The City agrees to provide the Fire District with all public documents distributed by the City, at the time they are distributed, related to development, review and final adoption of the City's Fire Department Budget.

B. Payment Terms. The Fire District shall pay the City the annual fee for the Fire Protection Services provided pursuant to this Agreement in two (2) installments, the first on November 15 and the second on May 15. The first such payment shall be made on or before November 15, 2009 and shall cover half the fees for services provided during the 2010 fiscal year and all of the fees for services provided prior to July 1, 2009. The second payment shall be made on or before May 15, 2010 and cover the second half

of the fees for services provided for the 2010 fiscal year. Each of the two (2) installment payments to be made for services provided during subsequent fiscal years shall cover one-half of the annual fee for that fiscal year. The Fire District's payment obligation shall survive the termination or expiration of this Agreement.

C. Termination During a Fiscal Year. If this Agreement is terminated early, the fee for providing Fire Protection Services in any fiscal year shall be prorated to reflect the number of days that this Agreement was in effect during that fiscal year.

Article 6. Issues Potentially Impacting City Performance.

While the City has agreed to provide Fire Protection Services to property within the Fire District, it is agreed that the City must protect the safety of its emergency response personnel and that certain infrastructure issues and hazardous material storage practices, which would not be permitted within the City, may currently exist within the Fire District, increasing the risk to the City's first response personnel. It is also agreed that, where these infrastructure issues and hazardous material storage practices are implicated, they may limit the scope and effectiveness of the services that the City will provide to property located within the Fire District. As a result, the following limitations are acknowledged by the Fire District.

A. Bridges. City may not be able to respond to a call for Fire Protection Services, or may need to alter its typical or preferred response methodology, where access to the property within the Fire District requires the crossing of a bridge that has not been demonstrated to satisfy the requirements of the City's Fire Code. Any demonstration of compliance with this bridge standard offered by the Fire District must be to the satisfaction of the City.

B. Site Access. The City may not be able to respond to a call for Fire Protection Services, or may need to alter its typical or preferred response methodology, where the street leading to the property within the Fire District 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.

C. Water Supply. The City will be severely limited in its ability to provide effective fire suppression service to property within the Fire District without proximately located fire hydrants or where any proximately located hydrants have inadequate water pressure. It is also acknowledged that the City's ability to haul water to property within the Fire District is limited.

D. Hazardous Substances. The City will be limited in its ability to provide effective Fire Protection Services to property within the Fire District 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 before an emergency

response and where the location and handling practices are not in compliance with the City's Fire Code.

E. Structural Integrity. The City will be limited in its ability to provide effective Fire Protection Services for structures located on property with the Fire District, particularly commercial and industrial structures, without documentation as to the composition, room location and structural integrity of those structures before an emergency response and where the structure does not comply with the provisions of the City's Fire Code.

F. Knowledge of Hazards. The City will generally not enter commercial and industrial structures to provide Fire Protection Services in response to a structure fire where hazardous materials may be stored unless (1) the City has previously been given access to the property to become familiar with the operations, contents and physical characteristics of the structure, and (2) the operations and physical characteristics of the structure generally conform to standards set forth in the City's Fire Code. The decision as to whether to enter any facility, even where previous access has been provided, will rest solely with the battalion commander in charge of the response, based on risk management profiles.

G. Other Issues and Universal Precautions. All Fire Protection Services will be provided to the Fire District consistent with the geography of the Fire District, the location of Fire Stations, current infrastructure, water access, streets and building codes of the Fire District property. It is agreed that the recitation of some safety-related issues in this Article is not meant to be all-inclusive. It is agreed further that the City will generally use "universal precautions," meaning it assumes the worst, when dealing with unknown conditions while providing Fire Protection Services in compliance with the terms of this Agreement.

Article 7. Inspection, Code Enforcement and Notice of Safety Issues.

A. Notification of Performance Issues. Neither the City nor the Fire District will have any obligation to inspect for, or notify the other of, any of the issues potentially impacting City performance provided in Articles 6 and 11 of this Agreement that may exist on a property within the Fire District. Both parties, however, are encouraged to notify the other of safety issues that it discovers.

B. Adoption of Fire Code and Appointment of Fire Chief. As required pursuant to A.R.S. § 48-853.A.4, 5 and 6, the Fire District hereby appoints the City fire chief as the fire chief of the Fire District and adopts the City Fire Code. It shall be the Fire District's responsibility to keep three (3) copies of the City Fire Code on file for inspection.

C. Inspections. Pursuant to A.R.S. § 48-853.A.5, the Fire District and the City have no authority to inspect residential properties within the Fire District. The City

is hereby granted the right to inspect commercial and industrial properties within the Fire District to become familiar with the operations, contents and physical structures on such property.

D. No Direct Code Enforcement by the City. The City may review structural and operational issues with property owners located within the Fire District, make recommendations based on these reviews, and report compliance issues that it discovers to the State Fire Marshal, the Fire District or other applicable regulatory agencies. Notwithstanding the limited inspection and reporting rights granted to the City under this Agreement, any enforcement of the City Fire Code within the Fire District shall be prosecuted by either the Fire District, the Maricopa County Attorney's Office or the State Fire Marshal, not the City. The City will, upon request, provide reasonable assistance for any such enforcement action prosecuted by the Fire District, the Maricopa County Attorney's Office or the State Fire Marshal.

E. Monthly Report. The City will provide a report to the Fire District on or before the fifteenth of each month identifying the incidents responded to, inspections provided and City Fire Code violations discovered within the Fire District during the prior month. The report will also include new issues discovered impacting City performance pursuant to **Article 6** of this Agreement.

Article 8. Management of Fire Protection Services.

The City shall have sole responsibility for managing the day-to-day operations necessary for the provision of Fire Protection Services to the Fire District in conjunction with similar services provided within the City.

Article 9. Additional Infrastructure.

The City may, at its sole and exclusive election determine what, if any, infrastructure it will construct, and the location of that future infrastructure for any portions of the Fire District that are within the City's municipal planning area.

Article 10. Termination.

Either party has the right to terminate this Agreement at will after giving a 180-day written notice to the non-terminating party. Subject to the provisions of **Articles 16 and 17** of this Agreement, either party may terminate this Agreement for cause by giving sixty (60) days notice to the non-terminating party.

Article 11. Fire and Emergency Medical Dispatch Services.

The City will be responsible for providing fire and emergency medical dispatch services. The City will provide and utilize the same radio transmitting and/or receiving equipment within the Fire District relating to dispatch and communication services that it provides and utilizes within the City. It is agreed that the City may be limited in its ability to provide effective fire and emergency medical dispatch and communication services for structures located on property within the Fire District, particularly commercial and industrial structures.

Article 12. Other Fire District Agreements.

The Fire District is not an agent of the City and shall not enter into any other agreement that binds, or may bind, the City to act in any manner. Accordingly, the Fire District will not enter into any mutual aid agreements in its own name during the term of this Agreement.

Article 13. Indemnification.

A. Indemnification of the City. To the fullest extent permitted by law, the Fire District will defend, indemnify and hold harmless the City, its authorized agents, authorized representatives, officers, directors, officials and employees from and against injury or death of any person, loss or damage to any property or any allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs and the cost of appellate proceedings, and all reasonable fees for experts and other professionals, related to, arising from or out of, or resulting from any actions alleged to have been caused by the City, its authorized agents, authorized representatives, officers directors, officials or employees directly attributable to the provision of services under this Agreement, excepting only gross negligence on the part of the City, its authorized agents, authorized representatives, officers, directors, officials or employees. This indemnification specifically includes any claim or expense associated with the City limiting the scope of the Fire Protection Services provided for a particular property within the Fire District in the manner specified in this Agreement.

B. Additional Indemnification. In addition to the indemnification provisions set forth in Subsection A, the Fire District will indemnify and hold harmless the City, its authorized agents, authorizes representatives, officers, directors, officials 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:

1. Response Issues. The City's provision of Fire Protection Services to any person or property located within the Fire District to the extent that any

claims or expenses are attributable to services that were adversely impacted by the existence of any issue potentially impacting the City's provision of Fire Protection Services within the Fire District as described in **Articles 6 and 11** of this Agreement; and

2. Code Enforcement. A lack of applicable fire and building code enforcement regarding structures located on property within the Fire District or any lack of notice of any issue potentially impacting the City's provision of Fire Protection Services pursuant to this Agreement to any property owner within the Fire District; and

3. Clean Up. Any liability or claim associated with those services excluded under **Article 14** of this Agreement.

C. Indemnity's Effect on the Insurance Provisions. The insurance provisions of this Agreement are separate and independent from the indemnity provisions of these articles and will not be construed in any way to limit the scope and magnitude of the indemnify provisions. The indemnity provisions of these articles will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

D. Survive Termination. The Fire District's indemnification obligation shall survive the termination or expiration of this Agreement.

Article 14. Clean Up.

The City will not be responsible for, or provide any clean up relating to, spills, debris, residue or waste located within the Fire District including, without limitation, any debris, residue or waste that may be generated by providing Fire Protection Services under the terms of this Agreement.

Article 15. Insurance Representations and Requirements.

The Fire District will secure insurance coverage as set forth in **Exhibit "C"**, which is, by this reference, made a part of this Agreement. The City will meet its statutory obligation to maintain workers' compensation insurance for all of its employees providing services pursuant to this Agreement.

The City will be an additional insured to the full limits of liability purchased by the Fire District and Fire District insurance coverage must be primary and non-contributory with respect to all other available sources.

Article 16. Default and Remedies.

In the event that a party is in default under this Agreement, the other party will 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, other than the indemnification provisions, will be in addition to and not a waiver or limitation of any duties, rights and remedies otherwise imposed or available at law or equity.

A. 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 will provide the defaulting party written notice of the alleged default and a reasonable opportunity to cure the default before the default becomes actionable. Notwithstanding the foregoing, the City may terminate this Agreement upon sixty (60) days notice for a failure to timely pay the fees for Fire Protection Services in accordance with **Article 5** or failure to maintain insurance in accordance with **Article 15**.

B. Dispute Resolution. Before conducting litigation relating to this Agreement, the City and the Fire District will negotiate in good faith and attempt to resolve any dispute, controversy, claim or default.

Article 17. Miscellaneous Provisions.

A. Governing Law. 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.

B. Waiver. No delay or failure to exercise any right or remedy will constitute a waiver of the right or remedy, and no waiver by the parties of the breach of any provision of this Agreement will be construed as a waiver of any other provision.

C. Severability. The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision of this Agreement invalid or inoperative, the remaining provisions of this Agreement will remain valid and in full force and effect.

D. Legal Fees, Costs and Expenses. 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.

E. No Partnership. It is not intended by this Agreement that anything contained in it will create any legally recognized partnership, legally recognized joint venture or legally recognized agency relationship between the City and the Fire District.

F. No Third Party Beneficiaries. 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.

G. Entire Agreement. 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.

H. Counterparts. 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.

I. Captions. The captions and headings used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

J. Conflict of Interest. 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 to any other party to the Agreement 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.

K. Authority. 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.

L. Assignment. Neither party may assign or delegate the rights or obligations of this Agreement except with the written consent of the other party.

M. 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.

N. Interpretation 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 will not apply in the interpretation of this Agreement.

O. Time of the Essence. Time is declared to be of the essence of the performance of all terms, covenants, conditions and obligations contained in this Agreement.

P. Force Majeure. Either party will be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault. Nevertheless, each party will use its best efforts to avoid or remove those causes and to continue performance whenever the causes are removed, and will notify the other party of the problem.

Q. Amendment. 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.

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

S. Notice. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively "Notices") required by this Agreement will be given by certified, U.S. mail, postage prepaid or personally delivered, against receipted copy, at the address set forth below or at any other address as either party will, from time to time, designate in writing to the other given in the same manner specified in this Article. Notices will be considered received upon receipt, will be evidenced by a receipted copy (in the case of notices that are personally delivered), or as evidenced by the postal service receipt. Notice by facsimile or electronic mail will not be considered adequate notice.

If to the Fire District: Chairman
Chandler County Island Fire District
P.O. Box 7653
Chandler, Arizona 85246-7653

If to the City: Fire Chief
Chandler Fire Department
P.O. Box 4008, Mail Stop 801
Chandler, Arizona 85244-4008

T. Legislative Changes. Should the Arizona Legislature change the provisions of the legislation dealing with Non-Contiguous County Islands in such a manner as to deny either party the benefits of their bargain under the terms of this Agreement, the parties will negotiate in good faith to amend the Agreement in a manner so as to preserve the benefits of this Agreement to both parties. But if either party believes the legislation has been changed in such a manner as to deny the party the benefit of their bargain, that party may terminate this Agreement on giving the other party ninety (90) days written notice.

U. Non-appropriation of Funds. If funds are not appropriated by the City Council for this Agreement, the City must terminate this Agreement as required by A.R.S. §42-17106.

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

CITY OF _____

FIRE DISTRICT

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

City Clerk

Certification by City Attorney

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.

City Attorney

Certification by County Attorney

Pursuant to A.R.S. §48-853(A))8(c), the Maricopa County Attorney's Office has reviewed the negotiations and proposals reflected in this Agreement and has determined that they are based on commercially reasonable assumptions.

Deputy County Attorney

EXHIBIT "A"

WHEN RECORDED RETURN TO:

CLERK OF THE BOARD
BASKET PICK-UP



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2008-1018857 11/28/08 11:08 AM
1 OF 1

FORM 50

**ORDER ESTABLISHING THE CHANDLER COUNTY
ISLAND FIRE DISTRICT**

**DO NOT REMOVE
This is part of the official document**

COUNTY OF MARICOPA
State of Arizona

Office of the Clerk
Board of Supervisors

State of Arizona) ss.
County of Maricopa)

I, Lupe Lerma, Assistant Deputy Clerk of the Board of Supervisors, do hereby certify that the following is a true and correct statement of the agenda item and the action taken by the Board of Supervisors at their meeting held on November 18, 2008:

FORMATION OF THE PROPOSED CHANDLER COUNTY ISLAND FIRE DISTRICT

Pursuant to A.R.S. § 48-851, convene a public hearing on the petition for the proposed Chandler County Island Fire District located in the City of Chandler municipal planning area. If the petitions are determined to be valid, the Board shall order the formation of the district and enter its order in the minutes. The order will include the appointment of the following three members of the organizing board of directors of the district as set forth in the petition: Jack A. Rassi, Edward R. Hurley, Ruth Coleman. The order of the Board shall be final and the district will be formed thirty days from the date of the Board's vote. (Supervisory District 1) (C-08-09-160-7-01)

~~Made by: [redacted] Date: [redacted] Signed by: [redacted]
Ayes: [redacted] Noes: [redacted] Absent: [redacted]~~



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the County of Maricopa. Done at Phoenix, the County Seat, on November 19, 2008.

Lupe Lerma
Assistant Deputy Clerk of the Board of Supervisors

*District
Elections
Treasurer
Assessor
File*

IT IS FURTHER ORDERED that the boundaries of the said CHANDLER COUNTY ISLAND FIRE DISTRICT be declared as follows:

All county island areas that are contained within the municipal planning area of the City of Chandler generally described as beginning in the southwest at the intersection of I-10 to the west and the Gila Bend Native Community to the south proceeding north along I-10 to Knox Rd.; then east on Knox Rd. and along the corporate boundary between the City and the City of Tempe to the intersection of Price Rd and Knox Rd.; then north on Price Rd. and along the corporate boundary between the City and the City of Tempe to the intersection of Price Rd. and the SRP Western Canal, then east along the SRP Western Canal to its intersection at Arizona Ave. / Country Club Dr.; then north along Country Club Dr. to the intersection with the SRP Western Canal; then east to the intersection of the Western Canal and the Southern Pacific Railroad; then south and east along the corporate boundary between the City and the Town of Gilbert (pursuant to the boundary line agreement between the City of Chandler and the Town of Gilbert dated May 19, 1987) to the intersection of Hunt Hwy. and Val Vista; then west on Hunt Highway and along the corporate boundary of the City and the Gila Bend Native Community to the intersection of Hunt Highway and Alma School; then north on Alma School to Chandler Heights Rd, then west on Chandler Heights Rd to Old Price Rd. Then north on Old Price Rd. and along the Gila Bend Native Community to the intersection of SR 202 and Price Rd.; then west on SR 202 to the intersection of the corporate boundary between the City, I-10 and the Gila Bend Native Community and further described in the attached map and parcel list (Exhibit A).

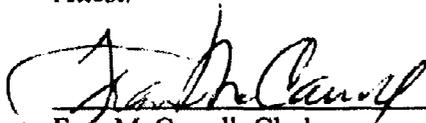
DATED this 18th day of November 2008.

Maricopa County Board of Supervisors



Andy Kunasek, Chairman

Attest:



Erin McCarroll, Clerk

Proposed Chandler County Island Fire District
 APN/Property Owner List

February 19, 2008

30185011	30279083	30279163	30328026	30348009	30354085	30367510	30367565
30185013	30279084	30279164	30328036	30348010	30354086	30367511	30367566
30185014	30279085	30279165	30328119	30348011	30354087	30367512	30367567
30185015	30279086	30279166	30328970	30348012	30354088	30367513	30367568
30185016	30279087	30279167	30328971	30348964	30354089	30367514	30367569
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30371026	30371081	30371136	30473044	30475335	30481344	30185116G	30279098B
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30328007S	30332007L	30341004A	30344007N	30345002T	30354001T	30354008R	30354028G
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30328013F	30332008R	30341012D	30344007Z	30346013G	30354002R	30354009N	30354029D
30328013G	30332008W	30341020A	30344010E	30346013H	30354002S	30354009P	30354030B
30328013H	30332021A	30341020C	30344010L	30346014H	30354002T	30354009Q	30354030C
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30328021B	30332022A	30342003J	30344013J	30346014W	30354002X	30354009S	30354031D
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30328021F	30332032A	30342003M	30344014D	30346015A	30354003B	30354009U	30354031F
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30328032H	30333007M	30342003Q	30344014G	30346977A	30354003L	30354010S	30354032Q
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30328032V	30333009A	30342003U	30344020E	30347004M	30354003Q	30354012S	30354033M
30328032W	30333009B	30342004T	30344020F	30347004X	30354004K	30354012T	30354033N
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30332007K	30334011L	30344007M	30344039B	30354001R	30354008P	30354028F	30354407C

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30354407D	30473003P	30473054A	30481003L	30481014U	30482017N
30355008D	30473003R	30473054C	30481003M	30481014V	30482017P
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30355008M	30473003V	30473059B	30481003R	30481014Y	30482018L
30355008N	30473003W	30473059C	30481003S	30481014Z	30482018M
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30456004G	30473041D	30481002R	30481013R	30482010M	
30456007A	30473041E	30481002T	30481013T	30482010N	
30456008J	30473041F	30481002U	30481013U	30482010S	
30456008L	30473043A	30481002V	30481013V	30482010T	
30456008M	30473045A	30481002W	30481013X	30482010U	
30456008Q	30473046A	30481002X	30481013Y	30482010V	
30456008R	30473048A	30481002Z	30481013Z	30482010Z	
30456010F	30473051A	30481003B	30481014J	30482017A	
30473003K	30473051B	30481003D	30481014L	30482017G	
30473003L	30473053A	30481003H	30481014P	30482017H	
30473003M	30473053C	30481003J	30481014S	30482017J	
30473003N	30473053D	30481003K	30481014T	30482017K	

County Islands - City of Chandler MPA

	County Boundary
	Chandler MPA
	County Island
	Sun Lakes Fee Road
	Parcels by Land Use Code
	Residential
	Commercial
	Manufacturing
	Jurisdiction
	CHANDLER
	GILBERT
	GUADALUPE
	MESA
	PHOENIX
	TEMPE
	Native American Community

Data from the Maricopa County Assessor's Office, the Maricopa County Elections Office, and the City of Chandler was used to determine on an individual basis whether or not each parcel in the City of Chandler's Municipal Planning Area is contained within a County Island. Every effort has been made to insure the accuracy of the county island boundaries within the City of Chandler MPA as displayed on this map. The data contained in this map is deemed reliable but not guaranteed. The Maricopa County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these data.

29 March 2009

Scale: 0 500 1000 Feet

Map of Chandler
City of Chandler
2009

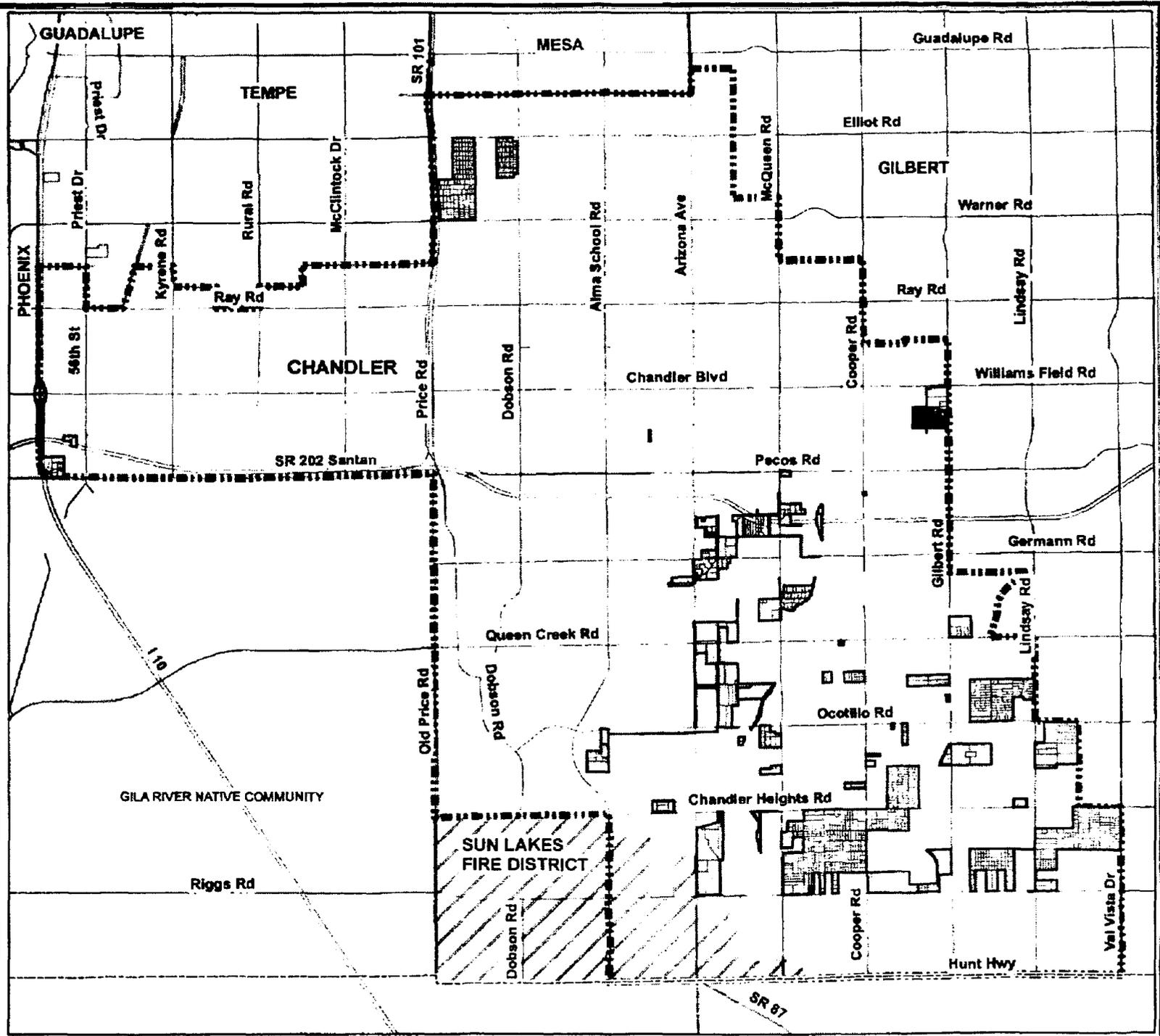


EXHIBIT "B"

City of Chandler
County Island Fire Protection - Fire District Cost Formula

		FY 2009 Budget	
	Fire O&M	\$	31,038,439
Minus	PMT/SWA Contract reimbursement		(1,364,949)
Minus	Grant Appropriation		(1,924,362)
Minus	Wildland		(255,000)
Minus	HazMat Permit Fees		(54,880)
Minus	FTE's for Utility/Tender Eng.		(149,616)
	Fire O&M net of revenue offsets	\$	27,289,632
Add	Overhead Rate	17.50%	4,801,777
Add	2009-2013 CIP 5-Year Average		4,828,426
Add	Annual Capital Depreciation		1,016,664
Add	FY08/09 Fire G.O. Bond Interest		2,919,116
	Total Fire Department Budget	\$	40,855,615
Divided by	FY 2009 City Secondary AV	\$	3,455,175,278
Equals	Calculated Rate per \$100 of Secondary AV	\$	1.18
Multiplied by	Island FY 2009 Secondary AV	\$	80,142,185
Equals	Fire District Cost	\$	947,639
Direct Costs	Direct Fire Dept. Costs for Services	\$	238,340
	Total to be collected from Fire District	\$	1,185,979

EXHIBIT "C"

Insurance Requirements:

Fire District shall procure and maintain for the duration of the Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder in this Agreement. If self-insured, proof of self insurance with minimum limits expressed below must be submitted on proper forms prior to commencement of Agreement.

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Fire District including the insured's general supervision of the Fire District; products and completed operations of the Fire District; premises occupied or used by the Fire District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Fire District's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Fire District's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the Fire District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

- a. Each insurance policy required by this Agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Fire District shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise Fire District of any deficiencies in such policies and endorsements, and such receipt shall not relieve Fire District from, or be deemed waiver of City's right to insist on, strict fulfillment of Fire District's obligations under this Agreement.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until termination of this Agreement. Should any required insurance lapse during the Agreement term, the City reserves the right to discontinue Fire Service until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this Agreement and without lapse for a period of two years beyond the Agreement expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the Agreement term give rise to the claims made after termination of the Agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.