

C2021-64

(Exhibit A)

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made and entered into this day of 28<sup>TH</sup> October, 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("Chandler") and the Town of Guadalupe, an Arizona Municipal Corporation ("Guadalupe"), collectively referred to in this IGA as the "parties".

### RECITALS:

WHEREAS, the City of Chandler and the Town of Guadalupe both operate fire departments for their respective jurisdictions; and

WHEREAS, both the Chandler Fire Department (CFD) and the Guadalupe Fire Department (GFD) have the obligation to train their personnel; and

WHEREAS, the Chandler Fire Department and Guadalupe Fire Departments' personnel provide mutual assistance to one another with respect to emergencies; and

WHEREAS, such mutual assistance will be more effective and efficient if the respective Fire Departments' personnel are jointly trained; and

WHEREAS, Chandler's Public Safety Training Center is large enough to accommodate the training of fire department personnel from both CFD and GFD; and

WHEREAS, the cost of personnel training will be reduced for both the CFD and the GFD if joint training is provided at the Chandler Public Safety Training Center; 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; and

WHEREAS, the GFD wishes to enter into this IGA to improve its capabilities thereby directly advancing the Town of Guadalupe's interest in protecting the health, safety and welfare of its citizens.

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. CFD and GFD agree to jointly train their respective fire department personnel in accordance with the terms and conditions of this IGA.

1.2 Schedule. CFD will use its best efforts to notify GFD 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 could include blood borne 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 GFD 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 Public Safety Training Center located at 3550 South Dobson Road, Chandler, Arizona.

1.5 GFD Personnel. GFD will send only GFD personnel to trainings scheduled pursuant to this IGA. Upon the request of GFD, CFD shall identify the number of spaces available to GFD personnel based on its estimate of the number of CFD 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 GFD Instructors. Nothing in this IGA shall be deemed to preclude CFD and GFD from agreeing to have GFD instructors cover some training topics. This provision, however, will not impact any aspect of Paragraph 2.1.

1.7 Use of Facility. GFD agrees to abide by all rules and regulations for use of the Chandler Public Safety Training Center, either written or oral, as provided by the appropriate representatives of the CFD.

## 2.0 Financial Aspects of Joint Training.

2.1 The Guadalupe Fire Department's Contribution. The GFD total contribution shall be equal to Four Hundred Dollars (\$400) per sworn firefighter employed by GFD as of the Effective Date and each anniversary of that date for the term of this IGA but not to exceed ninety (90) firefighters annually. Within thirty (30) calendar days of the Effective Date, and thirty (30) calendar days prior to the Effective Date anniversary of each year in the Term of this IGA, GFD shall submit written verification of the number of sworn firefighters to be employed by GFD on October 1st of the particular calendar year. Once this written verification is received by the CFD Training Division, GFD will be invoiced for the total contribution amount for the current fiscal year. Payment for this IGA will be due thirty (30) calendar days after submission of invoice to GFD.

## 3.0 General Provisions.

3.1 Term. Once both parties have executed this IGA, the term of the IGA shall commence on January 1, 2022, and, unless renewed, amended, or terminated early, expire on December 31, 2022. If the parties renew this IGA, in accordance with Subparagraph 3.1.1., the use of the word "Term" in this IGA shall include any renewal term periods as well as the original one-year Term established in this Paragraph 3.1.

3.1.1 Automatic Renewal. This IGA shall automatically renew for ten (10) additional one (1) year terms unless one of the parties notifies the other, at least 90 calendar days prior to end of the Term, of its intent to let the IGA expire.

3.1.2 Early Termination. Either party may terminate this IGA by providing notice to the other at least ninety (90) calendar days prior to the date the terminating party intends for the IGA is to be terminated. If Chandler terminates prior to the end of the Term, it will refund the GFD's payment made in accordance with Paragraph 2 on a pro-rata basis based on the number of calendar months remaining in the anniversary year of the Term in which the termination is made. If the GFD terminates prior to the end of the Term, no refund of the payment amount made in accordance with Paragraph 2 will be made. No refunds shall be made if GFD reduces its number of personnel during any anniversary year of the Term after payment has been made.

3.2 Meetings. Representatives from CFD and the GFD 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 CFD or the GFD 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, CFD and the GFD 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").

3.6 IGA Indemnification. The GFD 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 the GFD, or loss or damage to any property contributed to or caused by the active or passive negligence of the GFD, 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, the GFD, at the request of Chandler, will assume the defense at the GFD's own expense and will pay all judgments rendered therein. The provisions of this Subparagraph 3.6 shall survive termination of this IGA.

The CFD shall indemnify and hold harmless the Town of Guadalupe, 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 the CFD, or loss or damage to any property contributed to or caused by the active or passive negligence of the CFD, 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, the CFD, at the request of Guadalupe, will assume the defense at the CFD'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.

If to Chandler:

Chandler Fire Department  
Attn: Fire Chief, Tom Dwiggin  
151 East Boston Street  
Chandler, Arizona 85225

If to the Guadalupe Fire Department:

Guadalupe Fire Department  
Attn: Fire Chief, Wayne Clement  
8413 South Avenida Del Yaqui  
Guadalupe, AZ 85283

4.0 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 this Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

4.5 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 IGA on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual signing.

4.6 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 IGA or otherwise. The duties and obligations imposed by this IGA 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.

4.7 Waiver. No waiver by any party of a breach of any of the terms or conditions of this IGA 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.

4.8 Non-Agents. This IGA does not create a principal/agent relationship or employer/employee relationship between the parties and neither party is hereby authorized to incur costs, expenses or other obligations on behalf of the other party. The parties agree that their respective employees are not under the jurisdiction or control of the other party for purposes of § 23-1022.

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

4.10 Interpretations and Definitions. The Parties agree that each Party and its counsel have reviewed and revised this IGA 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 IGA.

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

Chandler,  
City of Chandler, an Arizona  
Municipal Corporation

Guadalupe,  
Town of Guadalupe, an Arizona  
Municipal Corporation

By \_\_\_\_\_

By Valerie Molina

Its \_\_\_\_\_

Its Valerie Molina, Mayor

**APPROVED AS TO FORM:**

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

**APPROVED AS TO FORM:**

By: Barry Aylstock  
Barry Aylstock  
FAITH, LEDYARD & FAITH, PLC  
Town Attorneys

**ATTEST:**

By: [Signature]  
City Clerk

**ATTEST:**

By: [Signature]  
Jeff Kulaga, Town Manager / Clerk