

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made and entered into this 19th day of April, 2023 by and between the City of Chandler, an Arizona municipal corporation (the "City") and the Ak-Chin Indian Community (the "Community"), a Sovereign Tribal Government, collectively referred to in this IGA as the "parties."

RECITALS:

WHEREAS, the City and the Community both operate fire departments for their respective jurisdictions; and

WHEREAS, both the Chandler Fire Department ("CFD") and the Ak-Chin Indian Community Fire Department (hereinafter, "Participant") have the obligation to train their personnel; and

WHEREAS, CFD and Participant fire department personnel provide assistance to one another with respect to emergencies; and

WHEREAS, such mutual assistance will be more effective and efficient if the respective fire department personnel receive joint training; and

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

WHEREAS, the cost of personnel training will be reduced for both CFD and Participant 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 Community wishes to enter into this IGA to improve Participant's capabilities thereby directly advancing the Community'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 Participant 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 Participant 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 may 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 Participant will be given the opportunity to suggest additional topics.

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

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

1.7 Use of Facility. Participant shall require all Participant personnel to abide by all rules and regulations for use of the Chandler Public Safety Training Center in either written or oral form, as directed by the appropriate representatives of the CFD.

2.0 Financial Aspects of Joint Training.

2.1 The Community's Contribution. The Community's total contribution shall be equal to Four Hundred Dollars (\$400) per sworn firefighter employed by the Community 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, Participant shall submit to CFD written verification of the number of sworn firefighters to be employed by the Community as of the Effective Date or Effective Date anniversary, as applicable. Once this written verification is received by CFD, the Community will be invoiced for the total contribution amount for the current fiscal year. Payment for the invoiced amount shall be due within thirty (30) calendar days of submission of invoice to the Community.

2.2 Quarterly Training. This IGA is for scheduled quarterly joint training with the parties' respective fire department personnel. All other training by Participant conducted at the Chandler Public Safety Training Center must be approved by the CFD Training Division Chief and may be subject to additional fees as set forth in the Chandler Fire Training User Fee Schedule (copy to be provided upon request).

3.0 General Provisions.

3.1 Term. This IGA shall become effective on January 1, 2023 (the “Effective Date”) and, unless renewed, amended, or terminated early, remain in effect for one (1) year (the “Term”).

3.1.1 Automatic Renewal. This IGA shall be renewed automatically for succeeding periods of one (1) year each up to ten (10) years unless either party gives the other party notice at least ninety (90) calendar days prior to end of the Term of its intention not to renew this IGA.

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 the City terminates prior to the end of the Term, it will refund the Community’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 Community 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 the Community reduces its number of Participant personnel during any anniversary year of the Term after payment has been made.

3.2 Meetings. Representatives from CFD and Participant 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 Participant 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 thirty (30) days to cure such breach or default prior to such breach or default becoming actionable.

3.5 Dispute Resolution. The parties agree to negotiate in good faith to attempt to resolve any dispute, controversy or claim arising out of or relating to this IGA before resorting to termination of this Agreement and/or litigation.

3.6 Indemnification. The Community shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorneys’ fees and/or litigation expenses, to which they or any of them may be subjected to by reason of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to any alleged act, omission, professional error, fault, mistake, or negligence of the Community, its employees, officers, directors, agents, representatives, or

contractors in connection with or incident to the performance of this IGA. The Community's obligations under this paragraph shall survive termination of this IGA.

The City shall indemnify, defend, and hold harmless the Community, its officers, agents and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorneys' fees and/or litigation expenses, to which they or any of them may be subjected to by reason of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to any alleged act, omission, professional error, fault, mistake, or negligence of the Community, its employees, officers, directors, agents, representatives, or contractors in connection with or incident to the performance of this IGA. The provisions of the City's obligations under this paragraph shall survive termination of this IGA.

3.7 Notices. All notices or demands upon any party to this IGA shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

If to the City:

Chandler Fire Department
Attn: Chief Tom Dwiggins
151 East Boston Street
Chandler, Arizona 85225
thomas.dwiggins@chandleraz.gov

If to the Community:

Ak-Chin Indian Community Fire Department
Attn: Fire Chief Jon Spezzacatena
45401 West Farrell Road
Maricopa, Arizona 85239
jspezz@ak-chin.nsn.us

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 Authority to Execute and Perform. Each of the parties represents and warrants to

the other that the individual(s) executing this IGA on behalf of their respective party is authorized and empowered to bind the party to this IGA on whose behalf each such individual is signing.

4.6 Governing Law; Venue; Remedies. This IGA shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this IGA will be in Maricopa County Superior Court or in the U.S. District Court for the District of Arizona, sitting in Phoenix, Arizona. If 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 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 A.R.S. Section 23-1022. Further, no monitoring or supervisory responsibility over the other party's activities arises on the part of the other as a result of, or pursuant to, this IGA.

4.9 Records and Inspections. All books, accounts, reports, files, and other records in relation to this IGA shall be subject at all reasonable times to inspection and audit by the parties throughout the term of this IGA and for a period of five years after the completion of this IGA. Upon request, a party must produce originals of any or all such records.

4.10 No Third-Party Beneficiaries. This IGA is solely for the benefit of the parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this IGA.

4.11 Compliance. The parties hereto shall comply with all applicable state and federal laws, rules, regulations, and ordinances.

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

City of Chandler

Ak-Chin Indian Community

By _____

By 

Its _____

Its 

ATTESTED TO:

City Clerk

APPROVED AS TO FORM:

City Attorney

AK

ATTESTED TO:

Mercedes Rivera

APPROVED AS TO FORM:

Amy Gaus

Legal Counsel for the Community