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City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

C-7812
10/25/2011

**INTERGOVERNMENTAL AGREEMENT¹
BETWEEN CITY OF GLENDALE AND THE SECRETARY OF THE AIR FORCE
FOR A SIX-MONTH PILOT PROGRAM FOR THE DUAL STAFFING OF A FIRE TRUCK
(In Conjunction with Mutual Aid Agreement #53019 (C-2837-1))**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into between the CITY OF GLENDALE, an Arizona municipal corporation acting through the Glendale Fire Department ("City") and the SECRETARY OF THE AIR FORCE acting through the Luke Air Force Base Fire Department ("LAFB"). City and LAFB collectively referred to as "Parties."

This Agreement shall become effective as of the date it is filed with the Maricopa County Recorder after approval by all Parties pursuant to Arizona Revised Statutes (A.R.S.) § 11-952, as amended.

RECITALS

A. City and LAFB each maintain a fire department that provides fire and emergency incident services;

B. City and LAFB are parties to mutual aid and automatic aid agreements, whereby numerous cities, towns, fire districts and other governmental jurisdictions receive and provide mutual assistance and are automatically dispatched for fires and other types of emergency incidents, including for the City and LAFB;

C. A currently available fire station at LAFB is geographically located to allow effective fire and emergency services to the base and portions of western City of Glendale;

D. The City's pumper trucks are advanced life support units that include paramedic staffing, while the LAFB pumper trucks do not include paramedic staffing; and

¹ LAFB considers this a Memorandum of Agreement in accordance with AFI 32-2001, *Fire Emergency Services Program*.

E. City and LAFB desire to enhance the nature and availability of fire and emergency services within the geographic boundaries of their respective jurisdictions by implementing a six-month pilot program for the operation of a dual staffed fire truck ("Fire Truck") operating from the fire station at 7222 Fighter Country Avenue, Luke AFB, AZ 85309 ("Fire Station").

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and LAFB agree as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth the services, materials, equipment and funding to be used between City and LAFB for the benefit of the City and LAFB communities and the public in general in connection with the Parties' operation of the Fire Truck.

2. AUTHORITY:

A. City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the City.

B. LAFB is authorized to enter into this Agreement pursuant to 42 U.S.C. 1856(a) and has authorized the undersigned to execute this Agreement on behalf of LAFB.

3. DEFINITIONS:

A. "ALS" or "Advanced Life Support" means pertaining to a patient whose condition requires care commensurate with the scope of practice of an emergency paramedic, rather than a basic emergency medical technician.

B. "Services" includes personal services and equipment required for fire prevention, the protection of life and property from fire, fire fighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

4. COMMENCEMENT DATE AND TERM:

This Agreement is effective on the date it is filed with the Maricopa County Recorder's Office, pursuant to A.R.S. § 11-952 ("Effective Date") and shall remain in full force and effect for

a period of six (6) months, unless it is earlier terminated as provided herein. Operation of the Fire Truck shall begin no later than thirty (30) days after the Effective Date.

5. CITY AND LAFB OBLIGATIONS:

A. Fire Station. LAFB will make the Fire Station available during Operating Hours and any additional time that is reasonably necessary to provide Services pursuant to this Agreement, which additional time shall be mutually agreed upon by the Chiefs of the Glendale Fire Department and the LAFB Fire Department. LAFB will pay, at its sole expense, all costs associated with operating and maintaining the Fire Station, including but not limited to all utilities, repairs and maintenance.

B. Operating Hours. City and LAFB desire to provide Services to the greatest extent possible as allowed by resources available pursuant to this Agreement. A schedule of times the Fire Truck will be staffed and operational will be established by mutual agreement of the Chiefs of the Glendale Fire Department and the LAFB Fire Department within ten (10) days of the Effective Date of this Agreement ("Operating Hours").

C. Equipment and Supplies.

(i) City will provide, at its sole expense, a fire truck with standard equipment and supplies as utilized in the City of Glendale. The fire truck, equipment and supplies will be available to provide Services during Operating Hours, but may be used by City at other times for other purposes. City will replenish supplies consumed while providing Services during Operating Hours.

(ii) City will dedicate Seventy-Five Thousand Dollars (\$75,000) of its Public Safety Stabilization Program Grant award to be utilized for expenses required to provide Services pursuant to this Agreement, including equipment, supplies and/or personnel costs. In the event all or some of the City's grant money is unavailable, the City may, at its sole option, reduce the Term of this Agreement.

D. Command and Staffing of Fire Truck. During Operating Hours, the Parties intend that shifts will be staffed with four (4) persons as follows:

- (i) City of Glendale shall provide two (2) Glendale Fire Department firefighter employees and shall assure that a supervisor (employee with the classification of Fire Captain) and a driver, at least one of whom will be ALS certified, is available on each shift; and
- (ii) LAFB shall provide two (2) LAFB Fire Department military-firefighter employees.

E. Expenses. In addition to the obligations and requirements provided elsewhere in this Agreement, the City and LAFB may claim reimbursement for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 42 USC sec. 1856 and 44 CFR Part 151, *Reimbursement of costs of Firefighting on Federal Property.*

6. TERMINATION:

A. Either City or LAFB may terminate this Agreement at any time for cause or convenience upon giving the other party not less than thirty (30) calendar days' written notice sent by U.S. Postal Service or hand delivery.

B. This Agreement will terminate at the expiration of the six (6) months, unless terminated earlier by either of the Parties.

7. RESPONSIBILITY FOR CLAIMS:

The United State Air Force waives all claims against the City and the City waives all claims against the United State Air Force, for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph 5(E), above, nor any right of contribution in the event either Party is held to be joint and severally liable for the negligence or fault of the other.

8. EMPLOYMENT STATUS AND COMPENSATION:

A. Except as otherwise provided by law, including A.R.S. § 23-1022(D), the Parties will act in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents or contractors of one Party shall not be deemed or construed to be employees or agents of the other Party.

B. The Parties shall each provide workers' compensation insurance (if required by law), salary, benefits and appropriate equipment for their respective employees.

9. WORKERS' COMPENSATION/POSTING:

A. Pursuant to A.R.S. § 23-1022(D) and for the purposes limited solely to workers' compensation coverage, each Party's employee providing Services pursuant to this Agreement is deemed to be an employee of the other Party, but the employee's primary employer shall be solely liable for the payment of workers' compensation benefits or liable for any damages owed to an employee who has opted out of workers' compensation coverage.

B. Parties agree to provide any posting and notice to the employees as required under A.R.S. § 23-1022(E), or otherwise provided by law. Failure to post as required does not alter the rights and responsibilities under the Agreement.

10. IMMIGRATION LAW AND COMPLIANCE:

A. City, warrants, that it will abide by those federal and state immigration laws and regulations applicable to its employees.

B. LAFB warrants that it will abide by those federal immigration laws and Department of Defense regulations that are applicable to its employees.

C. The Parties retain the legal right to inspect the papers of the Parties or subcontractor employee who performs work under this Agreement to ensure that the Parties or any subcontractor is compliant with the warranty under subsection (A) above.

D. Parties may conduct random inspections, and upon request of a Party, the other Party shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. The Parties agree to keep papers and records available for inspection during normal business hours and will cooperate with the other Party in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.

E. The Parties agree to incorporate into any subcontracts under this Agreement the same obligations imposed upon themselves and expressly accrue those obligations directly to the benefit of the Parties. The Parties also agree to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the Parties.

F. The Parties' warranty and obligations under this Section are continuing throughout the term of this Agreement or until such time as the Parties determine that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

11. CONFLICTS:

This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

12. NOTICES:

Any notices required to be given under this Agreement are deemed to be properly served if sent by United States mail, postage-paid, or hand-delivered to the parties at the following addresses:

To Glendale:

Fire Chief
Glendale Fire Department
City of Glendale
5800 West Glenn Drive, #350
Glendale, Arizona 85301

To LAFB:

Fire Chief
Luke Fire Emergency Services
7222 Fighter Country Avenue
Luke AFB, AZ 85309

with a copy to:

Glendale City Attorney
5850 West Glendale Avenue, #450
Glendale, Arizona 85301

56 FW/JA
7383 N. Litchfield Road, Suite 2040
Luke AFB, Arizona 85309-1540

13. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between LAFB and City relating to the dual staffing of the fire truck. It may be amended or modified only by a properly executed written amendment.

14. AMENDMENT:

This Agreement may be modified at any time, in writing, with the mutual assent of the parties. Amendment of this Agreement may require approval of the Glendale City Council.

15. SURVIVING PROVISIONS:

The obligations under Section 7 (Responsibility for Claims) shall survive expiration, cancellation or any other termination of this Agreement.

16. AUTHORIZATION:

Pursuant to A.R.S. § 11-952, as amended, attached to this Agreement are copies of appropriate actions by Ordinance, Resolution, or otherwise authorizing the City to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date stated above.

"LAFB":

56th Fighter Wing,
Luke Air Force Base



JERRY O. HARRIS, JR.
Brigadier General, USAF
Commander

"City":

CITY OF GLENDALE, an Arizona
municipal corporation



Ed Beasley, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

COUNSEL APPROVAL AS TO FORM AND POWERS

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.



Craig Tindall
Glendale City Attorney

10-25-11
Date

Recorded by:
City Clerk's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

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CITY OF GLENDALE, ARIZONA

AGREEMENT C-7812

(Intergovernmental Agreement between City of Glendale and the Secretary of the Air Force for a
Six-Month Pilot Program for the Dual Staffing of a Fire Truck)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)