

INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY STAFFING

This Intergovernmental Agreement for Temporary Staffing (Agreement) is made and entered into by and between the City of Goodyear ("Goodyear") an Arizona Municipal Corporation and City of Glendale ("Glendale") an Arizona Municipal Corporation, collectively referred to as the "Parties" or "Cities," effective on the date of the last signature below .

Recitals

- A. Arizona Revised Statutes ("ARS"), Section 11-951 *et seq.* provides that public agencies, including cities, may enter into intergovernmental agreements for the provision of services, or for joint or cooperative action;
- B. Glendale is empowered by its City Charter to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Glendale; and
- C. Goodyear is empowered by its City Charter to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Glendale;
- D. The Cities' fire departments have a history of working together to provide mutual and automatic aid to their respective communities and are each familiar with the level of services, personnel and resources of the other;
- E. Goodyear is in a transition period while working on a plan to address concerns that arose in a recent audit of its fire department and the replacement of the Fire Chief. Goodyear is in need for an Operations Deputy Fire Chief during this transition;
- F. Goodyear has determined it is in the best interest of Goodyear to request that Glendale make available one of its fire department employees to serve as the interim Operations Deputy Fire Chief upon the terms and conditions of this Agreement;
- G. Glendale is able to make a fire department employee available to provide support to Goodyear so that it is able to fulfill its public safety mission for the community while providing a professional development opportunity for the City's personnel; and

H. Glendale wishes to make its employee available to Goodyear to serve as the Interim Operations Deputy Fire Chief upon the terms and conditions of this Agreement.

THEREFORE, for and in consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the duties and responsibilities of the Parties with respect to the provision by Glendale to Goodyear of temporary staffing services by making available a fire department employee to serve Goodyear as the Interim Operations Deputy Fire Chief.
2. **Services to be Performed.** Glendale will provide Goodyear with one full-time employee, Tom Cole, ("Employee"), who possess the requisite qualifications to and shall perform the duties of Interim Operations Deputy Fire Chief. Employee currently holds the rank of Acting Assistant Chief with the Glendale Fire Department with 19 years of professional fire service experience including operational and administrative duties. Employee will work 40 hours per week during this interim assignment and will report directly to the Goodyear Interim Fire Chief. Employee will have direct reports that include the EMS, Training, and Shift Battalion Chiefs. Employee will fulfill the requirements of the Goodyear Deputy Fire Chief job description.
3. **Employment Status.** Employee shall at all times remain an employee of Glendale except that he shall take direction with respect to the performance of his job duties for Goodyear from the Interim Goodyear Fire Chief and shall serve as a leased Employee to Goodyear. Employee shall continue to accrue all leave and other benefits pursuant to Glendale's policies, as may be amended from time to time.
4. **Financial Considerations.** Goodyear shall reimburse Glendale for the Employee's salary, and benefits in the amounts as follows:
 - a. **Salary & Benefits.** Employee salary and benefits are calculated based on annualized salary and benefits of \$159,933. Monthly during the term of this Agreement, Goodyear shall pay to Glendale an amount equal to one-twelfth of

annualized salary and benefits, plus additional amounts or allowances set forth in this Agreement.

5. **Invoicing.** Glendale will submit monthly invoices to Goodyear for reimbursement for the salary, benefits and any other amounts or allowances set forth in this Agreement. Invoices shall be submitted to Goodyear by the twentieth (20th) day of each month, unless otherwise agreed in writing. Invoices shall be sent to:

City of Goodyear
c/o Accounts Payable
190 North Litchfield Rd
Goodyear, Arizona 85338

6. **Equipment.** Goodyear will provide the Employee with standard equipment, as necessary or reasonably required to perform his duties, at Goodyear's sole expense.
7. **Uniform Allowance.** Goodyear will purchase five "5.11" polo shirts for the Employee.
8. **Worker's Compensation.** In accordance with Arizona Revised Statutes, § 23-1022, for purposes of Worker's Compensation laws, the Employee shall be deemed an employee of both public agencies (i.e., Glendale and Goodyear each gets the benefit of the exclusive remedy provisions of the Worker's compensation Act). Goodyear will be liable for Worker's Compensation benefits as to any occurrence that happens while the loaned Employee is in its employ.
9. **Compliance with Goodyear Rules and Regulations.** The Employee will be bound by Goodyear's Code of Conduct and Policies as may be amended from time to time by Goodyear City Council.
 - a. While performing services under this Agreement the Employee will report and take direction from the Interim Fire Chief.
 - b. The Interim Fire Chief will develop, in cooperation with the Employee, a 5-month Action Plan with measurable goals to confirm Goodyear's direction to the Employee.
 - c. The 5-month Action Plan may be amended or revised, from time to time, as determined by the Interim Fire Chief.

10. Confidentiality. In the course of performing his duties under this Agreement, the Employee may obtain access to certain information regarding Goodyear that is non-public, confidential and/or proprietary in nature (“Confidential Information”). As partial consideration of, and as a condition to, to furnishing the Employee with access to such Confidential Information, Glendale agrees as follows:

- a. Glendale shall cause the Employee to execute a confidentiality agreement in a form to be provided by Goodyear.
- b. In the event that Employee receives a request to disclose any Confidential Information under a public records request or the terms of a subpoena or order issued by a court of competent jurisdiction, Glendale agrees to (i) immediately notify Goodyear of the request; (ii) consult with Goodyear on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required, exercise at Goodyear’s sole expense, efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that Goodyear so designates.

11. Limitation of Liability. Except as otherwise provided by law, the Parties agree that they will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. Further the employees, agents, or subcontractors of one Party shall not be deemed or construed to the employees or agents of the other Party unless specifically addressed by the terms of this Agreement. Goodyear, to the extent allowed by law, will fully protect, indemnify and hold harmless Glendale from any loss, injury liability, damage, claim, lawsuit, cost, or expense arising out of, or in any way related to, the performance of this Agreement including but not limited to any claims pursued under ARS § 23-1022. Goodyear will protect, defend, indemnify, and hold free and harmless the City of Glendale and its respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, costs, claims, expenses, actions, or proceedings of any kind or nature caused by Goodyear employees or the Employee

serving as the Interim Operations Deputy Fire Chief while working in his official capacity for Goodyear, including but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties.

12. **Insurance Requirements.** Goodyear will provide Glendale with a certificate of insurance upon the execution of this Agreement
13. **No Scrutinized Operations.** Under A.R.S §§ 35-391-.06 and 35-393.06, the Parties certify that they do not have scrutinized business operations in either Sudan or Iran
14. **Federal and State Immigration Laws.** The Parties acknowledge and agree that each of them are currently in compliance, and will remain so throughout the terms of this Agreement, with the Immigration Reform and Control Act of 1986 (IRCA), ARS § 41-4401 and ARS § 23-214. The Parties further acknowledge and agree that if any party is found to be not in compliance with the above-stated federal and state immigration laws the other party may exercise any and all rights and remedies available to it under law up to and including termination of this Agreement.
15. **Notice.** Any notice given pursuant to the Agreement shall be in writing and will be considered to have been given when actually received by the following addressees or their agents or employees.
16. **Effective Date and Duration.** This agreement shall become effective as of the date it is approved by the Parties' respective City Councils and signed by their duly authorized representatives and shall continue in force for 160 days from the effective date unless or until terminated or modified (including extension for an additional period) through the methods provided in this agreement.
17. **Amendment and Termination.** This Agreement may be amended only by the mutual written consent of the authorized representatives for the Parties, upon approval of the Parties' respective City Councils. This Agreement may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other Party.

- 18. Termination for Misconduct, Incapacity or Inability to Perform.** Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party but in the event of any misconduct on the part of the Employee, Goodyear shall have the right to immediately suspend the Employee's duties with Goodyear. Such notice shall be the subject of immediate consultation between the Parties to decide upon the appropriate course of action. This Agreement and its financial reimbursements shall be suspended upon the incapacity and/or other inability of Employee to perform the duties of this Agreement.
- 19. Cancellation.** This Agreement may be cancelled pursuant to ARS § 38-511.
- 20. Method of Execution.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement
- 21. Authority.** Each Party, by its signature below, represents and warrants that the individual signing on behalf of the Party has the power and authority to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below the signature of each Party's authorized representative.

CITY OF GOODYEAR, an Arizona municipal corporation

By: 

Title: City Manager

Date: 6/3/13

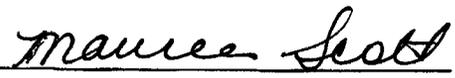
CITY OF GLENDALE, an Arizona municipal corporation

By: 

Title: Interim Asst. City Mgr.

Date: June 6, 2013

Attested by:



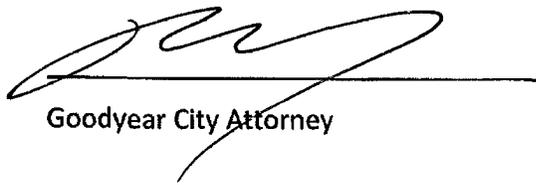
City Clerk

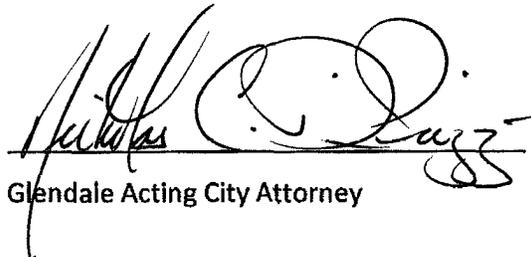
Attested by:



City Clerk

In accordance with the requirements of ARS § 11-952, the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Goodyear City Attorney


Glendale Acting City Attorney