

**Memorandum of Understanding
Between and Among
The City of Peoria
And**

The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department

This Memorandum of Understanding ("MOU") is entered into on November____, 2016 ("Effective Date") between and among **The City of Peoria**, located at 8401 W. Monroe Peoria, AZ 85345, **The City of Maricopa**, located at 39700 West Civic Center Plaza, Maricopa, Arizona 85138, **The City of Mesa**, located at 20 E. Main Street Mesa, AZ 85201, **The Town of Queen Creek**, located at 22350 S. Ellsworth Road, Queen Creek, AZ 85142, **The Sun Lakes Fire District**, located at 25020 South Alma School Road, Sun Lakes, AZ 85248, **The Gila River Indian Community Fire Department**, 5002 N. Maricopa Road, Chandler, AZ 85226, **The City of Goodyear**, 190 N Litchfield Road, Goodyear, AZ 85338, **The Gilbert Fire & Rescue Department**, located at 85 E. Civic Center Drive, Gilbert, AZ 85296, **The Glendale Fire Department**, 6829 N. 58th Drive, Glendale, Arizona 85301, **The Sun City Fire and Medical District**, located at 18602 N.99th Avenue, Sun City, AZ 85382, **The Chandler Fire, Health & Medical Department**, located at 151 E. Boston Street, Chandler, AZ 85225, **Rio Verde Fire District**, 25608 N. Forest Rd. Rio Verde, AZ 85263, **The Salt River Fire Department**, located at 10005 East Osborn Road, Scottsdale, AZ 85256, **The City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, and **The Superstition Fire and Medical District**, located at 565 N. Idaho Road, Apache Junction, AZ 85119, **The City of Surprise Fire-Medical Department** located at 14250 W. Statler Plaza, Suite 101, Surprise, AZ 85374 (hereinafter referred to collectively as "Parties" or individual as "Party").

IN ORDER to fulfill the obligations of a FEMA Assistance to Firefighters grant award, between and among the Parties, the Parties desire to identify mutual interests and set forth their intent to collaborate on grant related activities.

I. Intended Areas of Cooperation.

- A. The City of Peoria shall serve as the primary grant recipient and administrative agent for the grant.
- B. The City of Peoria, The City of Maricopa, The City of Mesa, The Town of Queen Creek, The Sun Lakes Fire District, The Gila River Indian Community Fire Department, The City of Goodyear, The Gilbert Fire & Rescue Department, The Glendale Fire Department, The Sun City Fire and Medical District, The Chandler Fire, Health & Medical Department, Rio Verde Fire District, The Salt River Fire Department, The City of Scottsdale, The Superstition Fire and Medical District, and The City of Surprise Fire-Medical Department will be participating entities and sub-recipients in the grant.

- C. All Parties shall train command officers as specified in the grant through the Mesa Community College Virtual Incident Command Center ("VICC") located at 145 N. Centennial Way, Mesa, AZ 85201. This training shall consist of Blue Card Certification and quarterly training for a period of one year commencing with the grant award as outlined in the grant proposal, subject to any revisions by the granting agency.
- D. The Parties shall adhere to the 15% cost sharing requirements as contained in the grant and all other grant requirements.
- E. The Parties shall adhere to the fiscal and programmatic reporting requirements specified in the grant award and to provide such information on a timely basis to the City of Peoria.
- F. The Parties anticipate several benefits of these collaborative activities, which may include but are not limited to:
 - Improved outcomes of critical incident response;
 - Improved outcomes of mutual aid; and
 - Improved public safety.

II. Duration and Termination.

- A. The Parties will implement this potential collaboration during the one-year period commencing on the Effective Date of the potential grant award that includes any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period.
- B. Any Party may terminate its participation in this this MOU by providing at least sixty (60) days written notice to the other Parties unless such termination would affect the terms of the grant.

III. Miscellaneous Provisions.

- A. Use of Trade names/Logos. The names, crests, and logos of each Party are the intellectual property of that Party and may not be used without that Party's prior express written permission for each specific usage.
- B. Indemnification. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its elected officials, officers, officials, agents, employees, or volunteers (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- C. Workers Compensation. The provisions of A.R.S. Section 23-1022(D) shall apply to this MOU. An employee of a public agency, as defined in A.R.S. Section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or

contract is deemed to be an employee of both public agencies for the purposes of A.R.S. Section 23-1022 The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section. Each Party to this MOU shall comply with the posting requirements of A.R.S. Section 23-1022(E)

- D. Conflict of Interest. Each Party's participation in this MOU is subject to [Section 38-511 of the Arizona Revised Statutes](#) which provides that this MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of a Party is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any capacity or a consultant to any other Party with respect to the subject matter of this MOU.
- E. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by an agency to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that jurisdiction's practice only by the particular agency seeking approval.
- F. The Parties agree to maintain and furnish to each other records and documents pertaining to the grant activities provided under this MOU as may be required by Federal, State or local laws, rules, or regulations.
- G. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.

IV. Federal Provisions.

- H. The Parties agree to comply with the Fiscal Year 2016 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this referenced and attached as Appendix A.

THIS AREA INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties named below have executed this MOU as first written above.

The City of Peoria

By: _____

ATTEST:

Name: Bobby Ruiz

Fire Chief

Rhonda Geriminsky, City Clerk

Date: _____

APPROVED AS TO FORM:

Stephen J. Burg, Acting City Attorney

NAME OF ENTITY*

By: _____

Name: _____

Title: _____

Date: _____

*This signature line may be modified to meet individual agency specifications.