

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE FOR FIRE AND MEDICAL SERVICE STAFFING**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department (GFD). This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as “Participants,” or “Agencies,” and sometimes referred to individually as “Participant” or “Agency”), The initial Agencies are listed in Exhibit A of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. Glendale has jurisdictional authority over and public safety interests for fire and medical services staffing which may be requested for Special Events (i.e. Stadium, Arena, Westgate, VAI Resort) located within Glendale’s corporate limits; and
- B. These Special Events need qualified personnel to provide fire and medical services at their facilities; and
- C. The Agencies desire to participate in providing fire and medical services to these Special Events by making available listed Agencies’ members in accordance with the terms set forth herein.
- D. The Agencies desire to enter into this Agreement to cooperatively provide the necessary fire and medical services while acknowledging Glendale’s primary responsibility for fire and medical services for Special Events at facilities within the City of Glendale City Limits.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Agencies hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the Agencies intend to provide fire and medical services to the City of Glendale by maximizing cooperation, by integrating the Agencies’ assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 **The Agencies** acknowledge that command and control for all events worked for City of Glendale pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of GFD.
 - 2.2 In carrying out this responsibility, GFD will in good faith assign Fire personnel to work events in accordance with the procedures adopted in consultation with the Chiefs of Fire for all of the member agencies providing personnel to events.
 - 2.3 **Agencies** agree and understand that entities other than Glendale and the GFD have input into the decisions regarding whether, and to what extent, fire and medical will provide service for events; however, Glendale will provide information regarding staffing decisions to all Agencies as soon as it becomes available.

3. Assigned Personnel

- 3.1 **Agencies** shall have the discretion to determine which and how many of its personnel will be allowed to apply for assignments at events (hereinafter referred to as “Assigned Personnel”).
- 3.2 While working an event, the Assigned Fire Personnel must wear uniforms approved by their Department, and the Assigned Fire Personnel may carry other equipment authorized by their Department.
- 3.3 When working an event, GFD will make available to Assigned Fire Personnel forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the Agencies and Assigned Fire Personnel in performance of their responsibilities shall remain with or be returned to the owner of such property.

4. Compensation, Insurance and Reporting

- 4.1 The Agencies agree that during events the Assigned Fire Personnel shall remain an employee of their own “Agency” at all times and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Fire Personnel who works an event will be paid their regular or overtime rates directly by their own “Agency” and applied to the cost of providing worker’s compensation insurance as set forth below.
 - a. Assigned Fire Personnel’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by their own “Agency”.
 - b. Each “Agency” shall provide the workers’ compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time employees of their own “Agency”.
 - c. Assigned Fire Personnel are not entitled to any employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the “Agencies” information about the hours worked by Assigned Fire Personnel not later than seven days following each event to enable each “Agency” to properly monitor and regulate the hours worked by all of their Assigned Fire Personnel.
- 4.4 “Agencies” will provide Glendale an actual cost detail every two weeks of any hours and expenses paid to Assigned Fire Personnel. Glendale will reimburse the “Agencies” for actual costs incurred.
- 4.5 The Agencies affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless the Agencies, its departments, agencies, boards, commissions, Fire Personnel, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Fire Personnel.
- 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnitee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against the Agencies, its Fire Personnel, officials, agents, and employees for losses arising from the work performed by Agencies Assigned Fire Personnel under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Agencies but, except as provided below, no unilateral media releases will be distributed by Agencies without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of Agency's Assigned Officer, Agency will be responsible for the release of information to the media relative to the incident.
- 6.3 The Agencies will not reveal any investigative information or operational procedures except as required by law.

7. General Provisions

- 7.1 Entire Agreement. This Agreement embodies the entire understanding of the Agencies and supersedes any other agreement or understanding between the Agencies relating to the subject matter of this Agreement.
- 7.2 Term. This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years.
- 7.3 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

- 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 7.5 Conflict of Interest. This Agreement may be canceled by any of the Agencies pursuant to the provisions of A.R.S. § 38-511.
- 7.6 Termination. **Agency** may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving **Agency** not less than sixty (60) days prior written notice.
- 7.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Agencies hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Agencies. In the event the Agencies cannot settle the dispute, the GFD Fire Chief shall have the final authority to decide the dispute, claim, question, or disagreement.
- 7.8 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 7.9 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 7.10 Further Acts. Each Agency shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 7.11 Nondiscrimination. No Agency shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. Each agency agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

8. **E-Verify**

- 8.1 The Agencies acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 8.2 The Agencies warrant that they have registered with and participate with E-Verify.
- 8.3 If either agency later determines that the other non-compliant Agency has not complied with E-Verify, it will notify the non-compliant Agency by certified mail of the determination and of the right to appeal the determination. The Agencies retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Any agency listed may conduct a random verification of the employment records of the other Agency to ensure compliance with this warranty.

8.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

9. Sudan and Iran

Pursuant to A.R.S. §§35-391.06 and 35-393.06, the Agencies hereby warrant, and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

[signatures appear on the following pages]

CITY OF GLENDALE

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the listed Agencies is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF AVONDALE, a municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

Nicholle Harris, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF GOODYEAR, a municipal corporation

By: _____
Wynette Reed, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF PEORIA, a municipal corporation

By: _____
Henry Darwin, City Manager

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

Emily Jurmu, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

Robert Wingo, City Attorney

Date: _____

**EXHIBIT A
AGENCIES**

The following agencies will be participating in this intergovernmental agreement:
City of Avondale, City of Goodyear, City of Peoria, and City of Surprise

AGENCY CONTACT INFORMATION	
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001