

THE CITY OF MESA AND THE MESA GATEWAY AIRPORT AUTHORITY  
INTERGOVERNMENTAL AGREEMENT  
FOR  
AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) SERVICES

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Mesa, an Arizona municipal corporation (“City”), and Mesa Gateway Airport Authority, formerly Mesa Gateway Airport Authority, an Arizona joint powers airport authority (“MGAA”) (individually, a “Party” and, jointly, the “Parties”).

**RECITALS**

WHEREAS, Arizona Revised Statutes, Sections 11-951 et seq., authorizes City and MGAA to enter into intergovernmental agreements for the provision of services, or for joint or cooperative actions; and

WHEREAS, the Parties have determined that it would be mutually beneficial for City to provide Aircraft Rescue and Firefighting services for the MGAA;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Agreement, the Parties hereby agree as follows:

**SECTION 1 – TERM AND TERMINATION**

1.1 Term. The term of this Agreement (“Term”) shall be three (3) years commencing on July 1, 2025 and continuing until June 30, 2028, unless sooner terminated pursuant to the provisions hereof. The Term may be extended for two (2) additional one-year periods by MGAA providing written notice of its desire to extend the Agreement at least ninety (90) days prior to expiration of the Term and the Parties’ written and signed agreement to such extension.

1.2 Termination.

- a. Without Cause. Either City or MGAA may terminate this Agreement without cause by providing at least 180 days written notice to the non-terminating Party.
- b. For Cause. In the event of a material breach of any of the provisions of this Agreement, the non-breaching Party may deliver written notice to the Party in breach specifically stating the nature of the breach. Upon receipt of such notice, the Party in breach shall have fifteen (15) days in which to submit a corrective action plan to the non-breaching Party detailing steps to be taken to cure said breach. A progress check will be conducted by the non-breaching Party not less than forty-five (45) days after the submission of the corrective action plan to assess progress made. If the breach has not been cured within forty-five (45) days after the corrective action plan submission, this Agreement may be terminated by the non-breaching party by delivering written notice of termination to the breaching Party at any time prior to the breach having been cured.

- c. Cease or Reduction of Air Carrier Operations. In the event that air carrier scheduled operations, as defined in Federal Aviation Regulation Part 139, cease, MGAA may terminate this Agreement with 30 days' written notice. In the event that air carrier scheduled operations are reduced thereby affecting the Index Requirements, the terms of this Agreement may be renegotiated to implement any appropriate reduction in required firefighting services under this Agreement at MGAA's request with 30 days' written notice.

## SECTION 2 – DEFINITIONS

- 2.1 Agreement. As used herein, the term Agreement includes the exhibits attached hereto and incorporated herein by this reference.
- 2.2 Airport. Mesa Gateway Airport in Mesa, Arizona.
- 2.3 Airport Property. Airport Property is that property owned and operated by MGAA and further depicted and described on the map attached as Exhibit C hereto. The term "Airport Property" is interchangeable with the terms "on the Airport" or "at the Airport".
- 2.4 ARFF certified. Personnel who have received training by a qualified trainer to comply with, at a minimum, the ARFF qualifications and training requirements of the Federal Aviation Administration ("FAA"), Federal Aviation Regulations ("FAR") set forth in Chapter 14, Part 139 of the Code of Federal Regulations. Airfield Driver and Security Identification Display Area training specific to Mesa Gateway Airport is also required.
- 2.5 ARFF Certified Firefighter/ARFF Certified Captain. A City Firefighter or City Captain who has undergone ARFF Certification as well as training requirements of the National Fire Prevention Association standards and City's standards for fire fighters.
- 2.6 Center of the Airport. The Center of the Airport is noted in Exhibit C as the "IWA VORTAC" and shall be used to determine a five-mile radius of the Airport.
- 2.7 Dedicated ARFF Equipment. ARFF equipment that is acquired by MGAA. At a minimum, this equipment shall remain on the Airport Property at all times unless (i) it is being used to respond to an Alert III (aircraft crash) within a five-mile radius of the Center of the Airport, or (ii) it is being sent in for maintenance as described in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- 2.8 Dedicated ARFF Personnel. One (1) ARFF certified Captain and one (1) certified Firefighter who are assigned to ARFF duties at Mesa Gateway Airport. A minimum of two (2) ARFF certified firefighters shall be present on the Airport Property at all times unless responding to an Alert III (aircraft crash) within a five-mile radius of the Center of the Airport.
- 2.9 Fiscal Period. A time period beginning on July 1 and ending June 30, during each 12-month period.
- 2.10 Index Requirements. The requirements for the Airport under the current ARFF Index as prescribed under FAR Part 139.

2.11 MGAA Director of Operations and Maintenance. The Director of Operations and Maintenance at MGAA or his/her designee.

### **SECTION 3 – RESPONSIBILITIES AND OBLIGATIONS**

#### **3.1 Responsibilities and Obligations of MGAA:**

- a. MGAA shall acquire and maintain sufficient ARFF firefighting vehicles at the Airport to meet the Index Requirements.
- b. MGAA shall pay, in twelve equal installments, a rate that is equivalent to the salaries, benefits, training, and overhead for a minimum of three full-time equivalent (3 FTE) ARFF certified Captains and four and one-half full-time equivalent (4.5 FTE) ARFF certified firefighters, all of whom are current in basic emergency medical services to provide 24-hour coverage at the Airport. Rates are established and set forth in Exhibit A and are payable as follows:
  - (i) During the period from July 1, 2025 to June 30, 2026, MGAA shall pay City the total sum of \$1,830,638 (personnel costs plus training costs) in twelve equal installments of one hundred fifty-two thousand five hundred thirty-three dollars and seventeen cents (\$152,533.17) for ARFF services.
  - (ii) For fiscal periods subsequent to June 30, 2025, the amounts set forth in Exhibit A may be increased by an amount equal to that authorized by City for annual salary increases, but in no case may exceed 5% per year, unless otherwise amended in writing by the parties hereto. All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.
  - (iii) In the event that commercial airline passenger service or FAA regulations change to affect the Index Requirements, the Parties agree to amend this Agreement to reflect such changed requirements.
- c. MGAA shall communicate any changes in the Index Requirements to City's Fire and Medical Department promptly upon determination of any such change.
- d. MGAA shall pay City for all ARFF training, as required under FAR Part 139, for dedicated ARFF personnel. The flat fee of the training is set forth in Exhibit B.
- e. MGAA shall acquire and maintain one (1) aviation radio for each ARFF firefighting vehicle based at the Airport and replace such radios as necessary to maintain them in working order.

#### **3.2 Responsibilities and obligations of City:**

- a. City shall provide Dedicated ARFF Personnel, as provided in Section 2.8, based at Mesa Gateway Airport, covering 24 hours per day.
- b. City shall provide or obtain the necessary ARFF training and certification for its personnel, as provided in Section 2.4 hereof, prior to assigning a firefighter to ARFF duties at the Airport.

- c. Dedicated ARFF Personnel and Equipment shall respond to:
  - i. Dispatched actual and/or potential aircraft alerts, crashes, fires, or medical assistance on the Airport Property;
  - ii. Aircraft crashes within a five-mile radius of the Center of the Airport;
  - iii. Triennial Full-Scale Exercises and periodic response drills, including planning, coordinating, and participating;
  - iv. Spills of fuel or hazardous materials on the Airport Property; and
  - v. Any other emergency on the Airport Property, when requested to do so by the MGAA Director of Operations and Maintenance and Maintenance, his/her designee, or the air traffic control tower staff or as required by City's Fire Department Alarm Room.
- d. City shall maintain accurate and complete records of all training given to each ARFF certified firefighter, in the manner required by FAR Part 139. Additionally, City shall maintain records of, including but not limited to, all accidents, incidents, safety inspections, and safety violations related to ARFF at the Airport. Such records, including investigative analysis, shall be made available to MGAA staff and the FAA upon request.
- d. City shall immediately notify the MGAA Director of Operations and Maintenance and Maintenance or his/her designee any time it is anticipated or determined that the requirements of this Agreement may not be, or are not being, complied with.
- e. In the event that an emergency incident at the airport causes MGAA to temporarily fall below the Index Requirements and an operation requiring said Index is scheduled, City shall make reasonable efforts to provide additional equipment for the duration of that operation as required pursuant to FAR Part 139. Requests for additional ARFF equipment above the Airport Index Requirements shall be fulfilled if equipment is available and reimbursed according to the published rates outlined in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- f. In the event the Airport utilizes City equipment to maintain the published ARFF Index or to provide enhanced ARFF Index services in support of aircraft operations, MGAA shall reimburse City as described in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- g. City shall immediately notify the MGAA Director of Operations and Maintenance and Maintenance, or his/her designee, when dedicated ARFF Personnel and/or Equipment have been dispatched off-airport as contemplated by Section 3.2b(ii) hereof.
- h. City is responsible for acquiring and maintaining one (1) City dual band radio in each ARFF vehicle based at the Airport.

#### **SECTION 4 – INSURANCE AND INDEMNIFICATION**

- 4.1. Insurance. City shall, at its sole cost and expense, purchase and maintain the following types and limits of insurance, in the form specified below:

a. Coverage Requirements:

- i. Comprehensive Automobile Liability insurance in an amount not less than \$5,000,000 combined single limit, covering all owned, non-owned and hired vehicles operated on the Airport that are assigned to or used in the performance of its activities or are operated within the air operations area (AOA) of the Airport.
- ii. Workers' Compensation insurance as required by law, and Employer's Liability insurance in an amount not less than \$1,000,000 covering work-related injuries to City employees assigned to or working at or on the Airport.
- iii. General Commercial Liability insurance in an amount not less than \$5,000,000 per occurrence, to cover any claim arising from negligence or misconduct of its employees in providing the services and related activities described herein.

b. Form. Each insurance policy obtained pursuant to this Section 4.1, except for Workers' Compensation and Employer's Liability policies, shall: (i) name MGAA as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to MGAA not less than THIRTY (30) days before such cancellation or modification takes effect (TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of MGAA. City shall not permit any insurance policy to be canceled or modified without MGAA's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating and approved by MGAA.

c. Certificates in Insurance. City shall deliver a certificate of insurance for each policy to MGAA, in standard Acord format, prior to the Effective Date and continue to provide such certificate throughout the term of this Agreement.

d. Blanket and Self-Insurance. City's insurance obligations under this Agreement may be satisfied by means of "blanket" or excess policies, or through self-insurance. If any or all limits of coverage, as specified in Section 4.1.1 herein, are provided via self-insurance, City shall provide MGAA a written acknowledgement of such self-insurance, and its responsibility to hold MGAA harmless from acts and/or omissions of City's personnel up to and including the limits of such declared self-insurance coverage.

4.2. Indemnification.

a. To the fullest extent permitted by law, City hereby agrees to defend, indemnify, and hold harmless MGAA and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions, and employees (hereinafter referred to collectively with MGAA as "MGAA Personnel") for, from, and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any negligence or willful or intentional conduct of City and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions, and employees (hereinafter referred to collectively with City as "City Personnel") in connection with City's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (ii) the failure of City to comply with any provisions of this Agreement. This indemnification

shall exclude responsibility for any consequential damages of MGAA and for claims arising from the negligence or willful or intentional conduct of MGAA Personnel.

- b. To the fullest extent permitted by law, MGAA shall defend, indemnify, and hold harmless City Personnel, for, from, and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages, or claims of any nature whatsoever which arise out of or in connection with (i) any negligence or willful or intentional conduct of MGAA Personnel while performing this Agreement and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (ii) the failure of MGAA to comply with any provisions in this Agreement. This indemnification shall exclude responsibility for any consequential damages of City and for claims arising from the negligence or willful or intentional conduct of City Personnel. MGAA shall continue in effect during the term of this Agreement, an Airport Liability insurance policy in an amount approved by the MGAA Board of Directors, including premises liability, bodily injury, and property damage, and shall name the City of Mesa as Named Insured under this policy.

## **SECTION 5 - MISCELLANEOUS**

5.1 Funding. Each Party shall have the separate and independent responsibility for budgeting for and funding its own participation in this Agreement, and this Agreement is subject to the availability of funds either appropriated, budgeted, or made available to the Parties hereto. In the event of a lack of funds being available, either Party may terminate this Agreement as is set forth in Section 1.

5.2 A.R.S. § 38-511. As provided in Section 38-511 of the Arizona Revised Statutes, City or MGAA may cancel any contract to which it is a party within three (3) years after the execution thereof without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Party so canceling is, at any time while the contract or any extension thereof is in effect, an employee or agent of the other Party to the contract in any capacity or a consultant to the other Party to the contract with respect to the subject matter of the contract.

5.3 [Reserved]

5.4 Entire Agreement. This Agreement constitutes the entire agreement between City and MGAA with respect to the subject matter hereof and supersedes the Intergovernmental Agreement entered into by the parties on July 1, 2022. This Agreement further supersedes any other oral or written representations, understandings, or agreements relating to the subject matter hereof.

5.5 Amendments. This Agreement may be modified only by a written amendment approved by the City Council and MGAA Board of Directors pursuant to A.R.S. § 11-952.

5.6 Assignment. Neither Party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party. Any such assignment or other transfer, either voluntary or by operation of law, without such consent is void.

5.7 Waiver. The Parties agree that no waiver of any default or breach of any of the terms or conditions of this Agreement shall be construed to be a waiver of any other or succeeding breach or default.

5.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Federal or state courts in the State of Arizona.

5.9 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall, to the extent possible, remain in full force and effect and shall in no way be affected, impaired, or invalidated.

5.10 Non-Discrimination. City and MGAA agree to comply with all provisions of applicable Federal, state, and local laws related to nondiscrimination and equal employment opportunity, including the Americans with Disabilities Act.

5.11 E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). Either Party's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the other Party.

5.12 [Reserved]

5.13 No Partnership. Nothing contained in this Agreement shall create any partnership, joint venture, or common enterprise between the Parties. Except as specifically provided herein, each Party shall at all times be an independent operator and shall not at any time purport to act as the agent of the other Party, or any of its officers or agents.

5.14 Force Majeure. Either Party shall be excused for delay or failure to perform its obligations pursuant to this Agreement, in whole or in part, if and to the extent such delay or failure is a result of causes beyond the reasonable control and without the fault or negligence of the Party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, terrorism, acts of the United States government, floods, epidemics, quarantine restrictions, or embargoes, and shortages of labor or materials.

5.15 Surviving Provisions. The obligations contained in Section 4 (Insurance) shall survive the expiration or other termination of this Agreement.

5.16 All notices to be given pursuant to this Agreement shall be in writing and shall be delivered in person or sent by regular mail as follows:

THE CITY OF MESA AND THE MESA GATEWAY AIRPORT AUTHORITY INTERGOVERNMENTAL AGREEMENT  
FOR AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) SERVICES

CITY: City Manager's Office  
City of Mesa  
20 East Main Street, Suite 750  
P.O. Box 1466  
Mesa, AZ 85211-1466

MGAA: Executive Director  
Mesa Gateway Airport Authority  
5835 S. Sossaman Road  
Mesa, AZ 85212-0919

All notices shall be deemed to be received upon actual receipt or five (5) working days after the notice has been deposited with a U.S. post office for delivery to the address set forth above, whichever occurs first.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

CITY OF MESA,  
A Municipal Corporation

MESA GATEWAY AIRPORT AUTHORITY,  
An Arizona joint powers airport authority

\_\_\_\_\_  
Scott Butler  
City Manager

\_\_\_\_\_  
J. Brian O'Neill  
Executive Director

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MGAA Clerk of the Board

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the respective public entities they represent.

\_\_\_\_\_  
Mesa City Attorney

\_\_\_\_\_  
Mesa Gateway Airport Authority Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Exhibit A**

### Personnel Cost

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Total FY 2026 (July 1, 2025 – June 30, 2026)    Personnel Cost: \$       1,791,941

Personnel Cost consists of Salary and Benefits plus the estimated hourly cost to backfill ARFF staffing absences during training and personnel time off (aka: minimum staffing backfill).

Annual Pay Increase:

All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.

For fiscal periods subsequent to the one starting June 30, 2025, salary amounts increase by an amount equal to that authorized by City for annual salary increases, but in no case may exceed 5% per year, unless otherwise amended in writing by the parties hereto.

Salary and Benefits – (budgetary estimate of 5% increase after FY2026)

FY26: 1,517,184

FY27: 1,593,043

FY28: 1,672,695

Minimum Staffing Backfill – (budgetary estimate of 5% increase after FY2026)

FY26: 274,757

FY27: 288,494

FY28: 302,919

## **Exhibit B**

### Initial and Annual Live Burn Training Cost Estimate (as required by FAR 139)

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Total FY 2025 (July 1, 2025 – June 30, 2026)    Training cost \$            38,697.00

Training costs to include the initial and annual live burn trainings. Constant staffing for this training is covered in exhibit A. Required training consists of local live burn and training at a certified live burn facility in alternating years for Dedicated ARFF Personnel and up to 2 alternates for constant staffing purposes. Training costs include expenses for travel to live burn facilities located out-of-state.

For fiscal periods subsequent to the one starting June 30, 2025, the amounts set forth in this exhibit may be increased by the 12-month percentage change of the Consumer Price Index for all items as of June 1 in each fiscal period, not to exceed 3 percent. All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.

## Exhibit C

Center of Airport



<b>Summary report:</b> <b>Litera Compare for Word 11.10.1.2 Document comparison done on</b> <b>4/8/2025 3:46:52 PM</b>	
<b>Style name:</b> Default	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4906-1495-2229/2/MGAA COM ARFF IGA 2025 0408 Draft.docx	
<b>Modified DMS:</b> nd://4906-1495-2229/3/MGAA COM ARFF IGA 2025 0408 Draft.docx	
<b>Changes:</b>	
<u>Add</u>	12
<u>Delete</u>	16
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	28