

## **INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING**

This Intergovernmental Agreement ("Agreement") is by and between the City of Scottsdale ("Scottsdale") and the City of Mesa ("Mesa"), both Arizona municipal corporations, collectively referred to, herein, as the "Parties" or individually as a "Party" depending on the context. This Agreement is made on behalf of the Parties' respective Fire Departments.

### **1.0. Purpose and authority.**

1.1. The Parties desire to enter into this Agreement for the purpose of enabling them to conduct joint training and to allow firefighter recruits from Scottsdale to attend training hosted by Mesa. Training opportunities include, but are not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

1.2. The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes Sections 11-951 et seq., and other provisions of their respective city charters and municipal codes.

### **2.0. Academy Payment and Fees.**

Scottsdale will pay an amount not to exceed \$4,500 for each Scottsdale firefighter recruit that attends the academy training. This amount may be adjusted at the discretion of the Mesa Fire Chief based on Scottsdale's contribution to the academy training through the provision of non-monetary resources such as facilities and personnel, recruit training officers and such other factors listed for non-academy training listed in Section 5.1.

### **3.0. Academy Invoicing.**

Mesa's Fire Department Recruit Training staff will invoice Scottsdale, per recruit training class, for firefighter recruit training under this Agreement. Scottsdale shall remit all payments to the Mesa Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Scottsdale's payment is not received within five (5) days after the Due Date, Mesa may exercise its right to terminate this Agreement as provided in Paragraph 4.2.

### **4.0. Term.**

4.1. The term of this Agreement shall be five (5) years from its effective date, which shall be the date of the last signature below, subject to earlier termination in accordance with the terms and conditions of the Agreement.

4.2. This Agreement may be terminated by either Party, for cause or convenience, upon the giving of sixty (60) days written notice to the other Party. Notwithstanding the foregoing, if either Party terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of either Party's personnel currently attending a training program being conducted by the other Party.

### **5.0. Fees for Non-Academy Training.**

5.1. For non-academy training, the Parties shall agree upon a reasonable fee, if any, that other Party shall pay the Hosting Party for training that falls within this Agreement ("Training").

Fee"). In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with non-Hosting Party's participation in the training; non-monetary contributions by the non-Hosting Party in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The Hosting Party's Fire Chief has the discretion to waive fees, in whole or in part, for the non- Hosting Party when it is in the best interest of the Hosting Party.

5.2. Prior to the commencement of any training under this Agreement, the Parties will agree in writing to the basic elements of the particular training or activity, including but not limited to a description of the training and its content; the location of the training; the number and names of the non-Hosting Party's employees who will be attending the training; and the Training Fees (including any training fees subject to Paragraph 5.1) that have been agreed upon by the Parties. This agreement on basic training elements will be an addendum to this Agreement.

#### 6.0. Availability of Training.

Nothing in this Agreement requires either Party to host training, or to provide seats in any particular training class to the other Party.

#### 7.0. Training Records.

The Hosting Party will provide original training records for the other Party's personnel upon the completion of any training, completion of a recruit academy, or termination of the recruit's or other employee's attendance at a recruit academy, as applicable. The Hosting Party will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

#### 8.0. Equipment and Assistance with Training.

8.1. The Hosting Party shall specify the equipment and materials ("Required Equipment") that the other Party must provide to its employees, or that the employees must have, in order to participate in any particular training program. The non-Hosting Party's employees must have the Required Equipment as a condition of participation in the training program.

8.2. Upon reasonable request, the non-Hosting Party will provide the other Party instructors for administrative assistance. When the non-Hosting Party has facilities (e.g., a burn building, training props, etc.) that can facilitate a specific training being conducted by the other Party, the other Party will allow the Hosting Party to use such facilities, subject to their availability, when it is determined to be in the best interests of the Parties. Any such contributions by the non-hosting Parties, to the extent applicable, will be considered in determining the Academy Fees and/or Training Fees.

#### 9.0. Discipline, Academic Requirements and Skill Performance Standards.

9.1. The Hosting Party reserves the right, in its sole discretion, to determine whether the non-Hosting employees are maintaining the minimum requirements necessary to continue in the training. The Hosting Party may, in its sole discretion and after advising the other Party, remove the other Party's employee from training for failure to abide by academic, ethical, or disciplinary standards applicable to all fire service training participants. Removal from training is separate and independent from whether the impacted employee is disciplined or terminated by

his or her employing department.

9.2. Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that a non-Hosting employee is suspected of having engaged in misconduct while in training being conducted by the Hosting Party, the Hosting Party shall report the suspected misconduct to the other Party as soon as practicable. The employing Party will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

9.3. The Hosting Party has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the non-Hosting Party's employees should remain in the training; and (4) the implementation and execution of policies and procedures applicable to the training.

9.4. The Parties understand and agree that the Hosting Party will determine the curriculum for training programs necessary to satisfy the Hosting Party's standards, which may include the skill performance standards within the Mesa Fire Department's Training Academy Standards. The non-Hosting Party may request cross-training on the other Party's materials, the presentation of which shall be provided by the non-Hosting Party's personnel.

9.5. The Hosting Party will regularly communicate with the non-Hosting Party on issues that may affect the ability of a non-Hosting Party's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, and requirements of the Arizona State Fire Marshal. The Hosting Party will advise the non-Hosting Party, as soon as possible, when it appears that a non-Hosting Party employee may be subject to being removed from a Hosting Party's training program.

#### 10.0. Employment Status and Compensation of Employees.

10.1. The Parties shall each provide workers' compensation insurance, salary, benefits, and appropriate equipment for their respective employees.

10.2. Except as otherwise provided by law, specifically Arizona Revised Statutes, Section 23-1022(D), in the performance of this Agreement both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees, agents, or subcontractors of the other Party.

#### 11.0. Workers' Compensation/Posting.

11.1. For the purposes of workers' compensation coverage, pursuant to Arizona Revised Statutes Section 23-1022(D), employees of both Parties who engage in training or activities pursuant to this Agreement shall be deemed to be an employee of both Parties and the primary, employing Party shall be solely liable for payment of workers' compensation benefits to such employees.

11.2. Both Parties agrees to post notice to their employees, as required by Arizona Revised Statutes, Section 23-1022(E), which states: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract,

and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

12.0 Nondiscrimination.

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment, student status, employees or students.

13.0 Hold Harmless.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

14.0 Notices.

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Party as follows:

If to Mesa:

Deputy Chief Glenn Crabtree  
Mesa Fire Department  
13 W 1<sup>st</sup> St  
Mesa, AZ 85201  
(480) 644 - 3070

If to Scottsdale:

Brian Read  
Deputy Chief  
Scottsdale Fire Department 8401  
East Indian School Road  
Scottsdale, Arizona 85251  
(480) 312-1832

15.0 Contract Administrators.

The contract administrators ("Contract Administrators") for each of the Parties to this Agreement shall be the Deputy Fire Chief of Training or their designees or successors, who at the time of the execution of this Agreement are Chief Glenn Crabtree for Mesa and Chief Brian

Read for Scottsdale. The Contract Administrators shall be responsible for the day-to-day administration of the Agreement for their respective Parties.

16.0. . Miscellaneous.

16.1. This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties.

16.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

16.3. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

16.4. The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees and other costs of litigation.

16.5. The Parties acknowledge that this Agreement is subject to the cancellation provisions of A.R.S. § 38-511, as amended.

16.6. To the extent applicable under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

**THIS PORTION LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW**

In witness whereof, the parties have executed this Agreement on \_\_\_\_\_,  
2020.

CITY OF MESA, an Arizona municipal  
corporation

BY \_\_\_\_\_

Christopher J. Brady  
City Manager

ATTEST:

\_\_\_\_\_

Dee Ann Mickelsen  
City Clerk

APPROVED AS TO FORM:

BY \_\_\_\_\_

Jacqueline Ganier  
City Attorney

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

By \_\_\_\_\_

W.J. "Jim" Lane

Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry Scott

City Attorney

By: Luis E. Santaella, Esq.

Deputy City Attorney

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Mesa

By:\_\_\_\_\_

Jacqueline Ganier

City Attorney

Dated:\_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Scottsdale

By:\_\_\_\_\_

Luis E. Santaella, Esq.

Deputy City Attorney

Dated:\_\_\_\_\_