

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNS OF
TAYLOR, ARIZONA AND SNOWFLAKE, ARIZONA
FOR FIRE AND AMBULANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "IGA" or the "Agreement") is entered into this _____ day of _____, between the Town of Taylor, Arizona, a Municipal Corporation (hereinafter, "Taylor" or "Town of Taylor"), and the Town of Snowflake, Arizona, a Municipal Corporation (hereinafter "Snowflake" or "Town of Snowflake"). Taylor and Snowflake may also be referred to collectively hereinafter as the "Towns."

RECITALS

WHEREAS, both Taylor and Snowflake are empowered by Arizona Revised Statutes Title 11, Chapter 7, Article 3 to enter into this Agreement and have by Resolution agreed to enter into this IGA; and

WHEREAS, both Taylor and Snowflake desire to continue the provision of adequate fire and ambulance services in both Towns; and

WHEREAS, it is economically beneficial for both Taylor and Snowflake to commence the joint operation of a Fire and Ambulance Department (hereinafter "Department").

AGREEMENTS

THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the equal provision of fire and ambulance services by the Department for both Taylor and Snowflake.
2. TERM. The term of this agreement will be for a period of not less than three (3) years. Thereafter, the Agreement will automatically renew, unless one of the Towns provides the other Town with written notice to terminate this Agreement at least twenty-four (24) months prior to the desired termination of the Agreement. Said termination shall take place at the end of a fiscal year.
3. ORGANIZATIONAL STRUCTURE. The Department will be, hereinafter referred to as the Taylor-Snowflake Fire Department and will be comprised of not less than a Fire Chief, Assistant Fire Chief and a Shift Captain, at all times.
4. OPERATIONS. The "day to day" operations of the Department will be managed by the Fire Chief under the supervision of the Taylor Town Manager.

Both Town Managers shall be kept informed of any and all major disciplinary issues and/or major actions contemplated by the Department. Major disciplinary issues and/or major actions shall be defined as referenced in Paragraphs A-D set forth below in this Section. Before any major disciplinary action can occur, the Fire Chief shall submit a written report and his disciplinary recommendations to both Town Managers for their review, consideration and approval. This review is required before any major disciplinary action. This will further ensure that all Town Codes, Policies and Procedures have been properly followed before the disciplinary action is formalized. If both Town Managers do not approve the

disciplinary recommendations and/or major disciplinary actions, then the recommendations will be subject to a vote by the Administrative Committee. In the event that the two Town Codes, Policies and Procedures are inconsistent, the managing Town's Code, Policies and Procedures will be controlling.

Both Town Managers and the Fire Chief will be available upon reasonable request to report to the Administrative Committee and/or the Town Councils of both Towns as it relates to any major disciplinary action. In addition, both Managers will review and provide written approval regarding the following:

- A. Any and all disciplinary actions involving the Fire Chief, including but not limited to any employment, personnel, or disciplinary issues. This shall include, but not be limited to, any and all issues related to the hiring, firing, dismissal and/or employment of the Fire Chief. All actions involving the hiring or firing of the Fire Chief shall be conducted by both Town Managers and are subject to ratification by the Administrative Committee;
- B. Any discipline which could result in the termination of any member of the Department including Department employees still in their probationary/trial period (excluding volunteers);
- C. Any discipline which could result in the demotion, or loss of grade status, of any Department employee (excluding volunteers);
- D. Any discipline which could result in suspension, with or without pay, of any Department employee, for more than two (2) duty periods (generally 48 hours) (excluding volunteers);

Additionally, both Town Managers will review and approve the following:

- A. The review and submission of the Department's annual proposed budget, as presented by the Fire Chief, to both Town Councils. Both Managers will make recommendations, regarding changes in the overall amount of the Department's proposed budget, prior to the submission of the proposed budget to the Councils of either Town;
- B. The review, consideration and submission of any and all proposed amendments to Personnel Policies, Procedures and/or Town Codes with respect to the Department. This will ensure that all Departmental Personnel Policies, Procedures and Town Codes in each Town are not in conflict.

5. SERVICES PROVIDED. The Department shall provide the same quality of service to both Towns. Services will be planned for and provided on the same criteria and at the same level for both towns.

6. LOCATION.

- A. The Department will be headquartered in Taylor;
- B. Officers or employees of the Department will live in locations which comply with the Personnel Policies of the Department.

7. ADMINISTRATIVE COMMITTEE. An eight (8) member Administrative Committee

shall be established to provide oversight to the Department and advise both Towns on the overall activities of the Department. The Administrative Committee shall meet and convene a minimum of two (2) times each year, once in February, and once in September. The Administrative Committee may convene more frequently upon the request of any two (2) members of the Committee with a minimum of forty-eight (48) hours notice. The notice requirement in this sub-section requires, at a minimum, both e-mail and voice mail notification, delivered to each Town Manager, with each Town Manager to thereafter be responsible for communicating same to their respective Town committee members. The Administrative Committee may meet, without forty-eight hours notice, in the event of an emergency. For purposes of establishing a quorum of Administrative Committee members, a minimum of two (2) members from one Town and three (3) members from the other Town must be present at all times during the meeting. The Committee shall consist of the following members:

- A. The Mayors of both Towns;
- B. The Vice-Mayors of both Towns;
- C. Council Member At-Large (As appointed by the respective Town Council);
- D. The Managers of both Towns;
- E. In the event that either of the Mayors, or Vice-Mayors cannot serve on the Committee, then the Town Council, for the respective Town Mayor or Vice-Mayor shall appoint another Council member to serve in this capacity.

8. DUTIES OF THE ADMINISTRATIVE COMMITTEE. The Administrative Committee shall have the following responsibilities, duties and powers:

- A. To review any and all concerns regarding the Department brought to the attention of the Administrative Committee from either Council of the respective Towns;
- B. To review, any and all grant opportunities for the Department as identified by either Town;
- C. To review annually the budget and any significant changes to the Department.

9. FUNDING OF THE DEPARTMENT.

- A. During the term of this agreement, the Department will be funded annually based on the respective populations of the Towns as provided by the most current US Census Bureau census data;
- B. Taylor will provide a standard invoice to Snowflake on a monthly basis for Snowflake's share of Department costs;
- C. Taylor's Town Manager will provide a fiscal-year-end report to the Administrative Committee indicating the projected expenditures and actual expenditures. All expenses will be net of any revenues, grants, contributions or other sources of funds provided to the Department. In any budget year when the Department expends less than the amount budgeted

for the operation of the Department, the savings will be passed back to both Towns in the same percentage amounts as the contributions were made to fund and operate the Department that same budget year.

10. RESPECTIVE CONTRIBUTIONS. Each town will finance its own contribution to the budget of the Department through its own budgetary and revenue processes.

11. FINANCIAL INFORMATION. Taylor will handle the receipts and disbursement of the Fire-Ambulance Department funds. Both Town Managers will be available upon reasonable request from the Administrative Committee, or from either Town Council, to provide a report (either oral or written) regarding all financial information with respect to the Department and its operations.

12. PERSONAL PROPERTY. Upon the termination of this Agreement, all Personal Property shall be allocated between the parties pursuant to this Section 12. Personal Property is defined as any movable property used by the Department.

- A. The Department will continue to use Personal Property presently in use by the existing fire departments operated by each Town. Upon termination of this Agreement, Snowflake will be entitled to receive a percentage of Personal Property acquired in any year during the term of this Agreement (or previous Agreements) equal to the percentage of Snowflake's contribution at the time of acquisition.
- B. Prior to this Agreement's effective date, an inventory of existing Personal Property for each / department shall be prepared by both Towns and provided to the Administrative Committee indicating the item, date of acquisition of the item, and present fair market value of the item. Thereafter, a list will also be kept by the Fire Chief of all newly acquired Personal Property of the Department indicating the item, the cost and the date of acquisition. This updated list will be provided annually to the Administrative Committee.
- C. In the event of termination of this Agreement, a list will be prepared by the Fire Chief of all Personal Property of the Department, then in existence, indicating the item, date of acquisition and the fair market value of the item as of date of the termination of this Agreement.
- D. A list will be prepared by the Taylor Town Manager indicating Taylor's and Snowflake's percentage of contribution for each year during which the then existing Personal Property was acquired.
- E. Should a disagreement exist at the time of termination of this Agreement, regarding the disposition of Personal Property, or any other aspects involving Personal Property under this Agreement, an independent audit and/or assessment of the fair market value of Personal Property in dispute, shall be required to determine what Personal Property the Department has/uses, the fair market value of that Personal Property, and a fair and equitable division of the Personal Property shall occur based on each Town's percentage of contribution.

13. REAL PROPERTY. Real Property is defined as land, buildings and permanent fixtures attached thereto.

A. Operational costs associated with real property shall be included in the Department's expenses, with the exception that the cost associated with insuring any real property shall be the sole responsibility of the Town wherein the property exists;

B. Capital acquisitions of real property shall be the responsibility of the Town in which the real property exists or will exist.

14. PROSECUTION.

A. Snowflake will pay all costs of prosecution for all violations of the Snowflake Town Code as charged within its boundaries or under its ordinances;

B. Taylor will pay all costs of prosecution for all violations of the Taylor Town Code as charged within its boundaries or under its ordinances.

15. INSURANCE AND INDEMNIFICATION. The parties further agree to purchase, procure and/or maintain any and all liability, property and casualty insurances required by each party to protect, indemnify and defend the parties, and each of them, from future claims. The parties further agree to indemnify and defend each other against any and all claims arising out of this Agreement. The parties further agree to a joint defense agreement for any and all liability, property and casualty claims arising out of the operation of the Department.

16. ASSIGNMENT. The rights and obligations of either Town under this Agreement will not be assigned, without the written consent of the other Town.

17. REVIEW OF AGREEMENT. This Agreement and its terms and conditions may be reviewed at any time by the Town Councils of the Towns, or the Administrative Committee who may make recommendations regarding possible revisions to this Agreement. However, in no event shall this Agreement be revised or modified except in accordance with section 20(E) below.

18. Workers' Compensation. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this intergovernmental agreement, is deemed to be an employee of both the party who is her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

19. Mediation. If there is a dispute under this Agreement between the parties which the parties cannot resolve among themselves, and if the dispute does not involve a third party claim, the parties agree that there shall be a 45-day moratorium on litigation or arbitration during which time the parties agree to attempt to settle the dispute by nonbinding mediation. The mediation shall be held and conducted in good faith and the matter shall be submitted to a mediator mutually selected by the parties. If the parties cannot agree upon

the selection of a mediator within seven days, then within three days thereafter the parties shall request that the presiding judge of the Navajo County Superior Court appoint an independent mediator. The cost of any such mediation shall be divided equally among the parties. The results of the mediation shall be nonbinding on the parties.

20. MISCELLANEOUS PROVISIONS.

- A. Notice. All notices required under this Agreement, except as separately described in Section 7 herein, shall be in writing and shall be served, hand-delivered or sent by first class U.S. Mail, postage prepaid, to the Towns as set forth below in this subsection. Either Town may change the address to which future notices shall be sent by giving written notice of such change to the other Town.

Notice to Town of Taylor:

Gus Lundberg
Town Manager
Town of Taylor
P.O. Box 158
Taylor, AZ 85939

Copy To:
Karl Lautz
Taylor Town Attorney
PO BOX 3824
Pinetop, AZ 85935

Notice to Town of Snowflake:

Paul Watson
Town Manager
Town of Snowflake
81 W. 1st South
Snowflake, AZ 85937

Copy To:
Robert Hall
Snowflake Town Attorney
6301 Indian School Rd., N.E.
Suite 450
Albuquerque, NM 87110

- B. Headings. The section headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- C. Third Party Beneficiary. This Agreement is made solely for the benefit of the Towns, and is not intended to nor shall it be deemed to create in any other persons

or entities not named as Parties to the Agreement the status of third party beneficiary.

- D. Entire Agreement. This Agreement embodies the entire agreement between the Towns and supersedes all prior communications, representations, or agreements, either verbal or written, between the Towns with respect to the Department.

- E. Amendments and Modification. This Agreement may not be modified, except upon terms mutually agreed to by the Towns that are incorporated into a written amendment and approved by joint Resolution of each Town Council respectively.

- F. Effective Date. This Agreement becomes effective upon being approved by Council action of both Towns, signed by the respective Mayors of Taylor and Snowflake and filed with the Clerk of each Town.

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