

**Memorandum of Understanding
Between and Among
The City of Maricopa
And
The City of Mesa, The City of Scottsdale, The Town of Queen Creek, and The Sun
Lakes Fire District**

This Memorandum of Understanding (“MOU”) is entered into on September ____, 2015 (“Effective Date”) between and among **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 City of Scottsdale**, located at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251, **The Town of Queen Creek**, located at 22350 S. Ellsworth Road, Queen Creek, AZ 85142, and **The Sun Lakes Fire District**, located at 25020 South Alma School Road, Sun Lakes, AZ 85248 (hereinafter referred to collectively as “Parties” or individual as “Party”).

IN ORDER to fulfill the obligations of a potential 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.

1. Intended Areas of Cooperation.

A. The City of Maricopa shall serve as the grant recipient and administrative agent for the grant.

B. The City of Mesa, The City of Scottsdale, The Town of Queen Creek and the Sun Lakes Fire District will be participating entities in the grant.

C. All Parties shall train command officers as specified in the grant through the MCC Virtual Incident Command Center (“VICC”) located at 145 N. Centennial Way, Mesa, Az. 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 10% cost sharing requirements as contained in the grant.

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 Maricopa.

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.

2. 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.

3. Use of Tradenames/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.

4. Liability. Each Party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other Parties, its officers, officials, agents, employees, or volunteers (as 'indemnitee') 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.

5. Relationship. The Parties nor any personnel of any Party will for any purpose be considered employees or agents of the other Parties. Each Party assumes full responsibility for the actions of its personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

6. Arizona State Agency Provisions.

A. Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

B. 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.

C. Notice of Arbitration Statutes. As required by [Sections 12-133](#) and [12-1518 of the Arizona Revised Statutes](#), notice is provided that the Parties to this MOU will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this MOU if: (1) the court finds or the Parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

D. Contractor's Records. To the extent required by [Section 35-214 of the Arizona Revised Statutes](#), City of Maricopa agrees to retain all records relating to this MOU. The City of Maricopa agrees to make those records available at all reasonable times for inspection and audit by any of the other Parties or the Auditor General of the State of Arizona during the term of this MOU and for a period of five (5) years after the completion of this MOU. The records shall be provided to a location designated by the City of Maricopa.

E. Indemnification. Any other provision of this MOU to the contrary notwithstanding, the Parties acknowledge that the Parties are public institutions and any indemnification or hold harmless provision shall be limited as required by State law, including without limitation [Article 9, Sections 5 and 7](#) of the Arizona Constitution and [Sections 35-154](#) and [41-621 of the Arizona Revised Statutes](#).

The City of Maricopa

By: _____

Name: _____

Title: _____

Date: _____

The City of Mesa

By: _____

Name: _____

Title: _____

Date: _____

The City of Scottsdale

By: _____

Name: _____

Title: _____

Date: _____

The Town of Queen Creek

By: _____

Name: _____

Title: _____

Date: _____

The Sun Lakes Fire District

By: _____

Name: _____

Title: _____

Date: _____