

**Intergovernmental Agreement**  
**between the**  
**City of Yuma**  
**and the**  
**Arizona Department of Forestry and Fire Management (acting on behalf of the)**  
**Arizona Office of the State Fire Marshal**

This intergovernmental agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date") by and between the City of Yuma, an Arizona municipal corporation ("City"), and the Arizona Department of Forestry and Fire Management ("ADFFM"), acting on behalf of the Arizona Office of the State Fire Marshal ("State Fire Marshal"). The City, ADFFM, and the State Fire Marshal are collectively referred to as the "Parties."

WHEREAS, the State Fire Marshal acts under the authority and direction of the State Forester and is authorized to inspect school, county, and state-owned buildings throughout the state using the state fire code adopted pursuant to A.R.S. § 37-1383(A)(2); and

WHEREAS, A.R.S. § 34-461(A) empowers the State Fire Marshal to authorize, through an intergovernmental agreement, a city to impose the city's local fire code during inspections of school buildings within the city's jurisdiction at the request of a school district or charter school; and

WHEREAS, the City has adopted a local fire code that the Yuma Fire Department ("YFD") applies when inspecting City and privately-owned buildings within the City's municipal boundaries; and

WHEREAS, the school districts and charter schools listed in Exhibit A have all requested the State Fire Marshal authorize YFD to inspect their buildings using the City's local fire code pursuant to A.R.S. § 34-461(A).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**1. Authorization.** The State Fire Marshal authorizes YFD to impose the City's local fire code when YFD inspects school buildings within the City's jurisdiction that are owned by the school districts and charter schools listed in Exhibit A. The Parties agree to administratively update Exhibit A whenever the State Fire Marshal receives a request from a school district or charter school located in the City not listed in Exhibit A.

**2. Authorized Code.** School districts and charter schools listed in Exhibit A agree to have plan review, permitting, and any related inspections completed by YFD. Additionally, the School districts and charter schools listed in Exhibit A agree to have YFD perform regularly scheduled fire safety inspections. YFD shall apply the City's local fire code in their code enforcement activities and shall inform and collect any fees associated with the inspection process.

**3. Term and Termination.** This Agreement shall remain in effect for a period of 10 years and shall automatically renew for a single renewal period of 10 years upon expiration unless either party provides written notice of termination. Any party may terminate this Agreement at any time upon providing thirty days written notice to the other parties.

**4. Entire Agreement.** This instrument contains the entire agreement between the Parties with respect to the subject matter contained in it and supersedes all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by all of the Parties.

**5. No Partnership.** Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties and neither Party shall be deemed the principal, agent, officer, or member of the other.

**6. Records.** Each Party shall keep and maintain records pertaining to the exercise of this Agreement for no less than five (5) years. For properties owned by entities listed in Exhibit A, YFD shall provide final certificate of occupancy inspection records to the State Fire Marshal related to construction permits as well as periodic fire and life safety inspection records within 30 days of completion of these activities. Records will be provided by YFD in a manner as directed by the State Fire Marshal to allow for accurate and timely accounting of code enforcement activities within its statewide fire code database.

**7. Conflict of Interest.** The Agreement is subject to the conflict of interest and cancellation provision of the A.R.S. § 38-511, as amended, the provision of which are incorporated herein.

**8. Employment Eligibility.** To the extent applicable under A.R.S. § 41-4401, the Parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.

**9. Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing. If sent to the City, the notice shall be sent to the City Administrator, YFD's Fire Chief and YFD's Fire Marshal. If sent to ADFFM or to the State Fire Marshal, the notice shall be sent to the director or acting director of ADFFM and the State Fire Marshal.

**10. Compliance with Law.** The Parties shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

**11. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party hereto.

**IN WITNESS WHEREOF**, the Parties thereto have executed this Agreement as of the Effective Date written above.

**City of Yuma**

**Arizona Department of Forestry and Fire  
Management (on behalf of the Arizona Office of the  
State Fire Marshal)**

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

John D. Simonton

Title: City Administrator

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

Thomas A. Torres

Title: State Forester and Director of ADFFM

**ATTEST:**

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

#### **INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

Attorney for City

Attorney for ADFFM

\_\_\_\_\_  
Richard W. Files, City Attorney

\_\_\_\_\_  
David Jacobs, Section Chief Counsel  
Arizona Attorney General's Office

## **EXHIBIT A**

### **LIST OF PARTICIPATING SCHOOL DISTRICTS AND CHARTER SCHOOLS** (Pursuant to the Intergovernmental Agreement between the City of Yuma and the Arizona Office of the State Fire Marshal)

The following school districts and charter schools have formally requested the Yuma Fire Department conduct fire inspections using the locally adopted fire code:

#### **School Districts:**

1. Yuma Elementary School District One
2. Crane Elementary School District No. 13
3. Yuma Union High School District No. 70
4. Southwest Technical Education District of Yuma (STEDY)

#### **Charter Schools:**

5. Desert View Academy
6. Desert View Middle School
7. Amerischools Academy North
8. Amerischools Academy South
9. Educational Opportunity Center Charter School - YPIC

This list will be administratively amended as additional school districts and/or charter schools request (or cancel) participation under the Agreement.