

MUTUAL AID AGREEMENT

THIS AGREEMENT, is made and entered into this 10th day of February, 2003, by the Cities, Towns, Fire Districts, and governmental jurisdictions, as listed in Appendix "A" (Pinal county Fire Departments and Districts) through their duly authorized City Manager, Board Director or other lawfully designated representative, may provide for mutual assistance for fires and other types of emergency incidents as described under the terms of this agreement for the jurisdictions participating.

WITNESSETH:

WHEREAS, agreements for mutual assistance in fire protection and response to other emergencies have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, and Fire Districts joining in this agreement, to continue and improve the nature and coordination of emergency assistance to incidents that threaten the loss of life or property within the geographic boundaries of their respective jurisdictions: and

WHEREAS, it is further the determination of each of the parties thereto that the decision to enter into this Mutual Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is discretionary in nature and includes the determination of the proper use of the resources available to each of the parties

Hereto with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew a "Mutual Aid Agreement" for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. That the municipalities, governmental jurisdictions, and Fire Districts joining in this discretionary agreement agree, for the purpose of emergency response, that certain formal operating procedures shall be followed in terms of requesting, dispatching and redeploying emergency units and operating at the scene of emergency incident.

2. It is understood and agreed that the Fire Chief of a jurisdiction requesting assistance shall be the sole judge of how much assistance is needed, and the Fire Chief of the party receiving the request for assistance shall have the responsibility of determining, pursuant to the governmental policy of his jurisdiction, the level and amount of resources including equipment and personnel to be devoted in response to the requested assistance furnished to any given incident; and that neither party is in any way liable to the other or to any other person, firm or corporation for the determination to supply or not to supply, or to limit the amount of assistance supplied upon such request following such determination.

3. It is understood and agreed that the assisting fire department units shall operate under the direction of the Fire Chief or other authorized person in command of emergency operations for the jurisdiction requesting assistance. The Fire Chiefs joining in this agreement may adopt standard operating procedures to provide for incident command and management, communications, safety and such other aspects of operations as are necessary to provide for the health and safety of the public and emergency response personnel.

4. It is further agreed that the scope of this agreement may include mutual assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the scope of services provided by fire departments.

5. The parties further agree to participate in multi-jurisdictional drills and exercises, training programs, pre-incident planning, post-incident critiques and other activities to enhance safe and effective emergency operations when practical and feasible to participate.

6. The spirit of this agreement shall be to encourage the development of cooperative procedures and protocols, including but not limited to joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance the ability of the fire departments to fulfill their missions.

7. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction, which is not a participant in this agreement.

8. It is understood that no party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.

9. From the time of arrival to the time of departure at the emergency scene, the party providing assistance shall be considered for all purposes to be under the direction and control of the party requesting assistance. In proceeding to and returning from the emergency scene, the party providing assistance shall be considered to be an independent contractor for all purposes, and not under the direction and control of the party requesting assistance. Each party shall save and hold the other party harmless from any and all liability, losses and damages except and to the extent that the indemnified party is determined, absent this clause, to have legal liability and responsibility for such liability, losses or damages. For the purpose of this paragraph, "losses or damages" shall include any and all costs of a defense including

investigation, attorneys' fees and other proper and reasonable expenses incurred in connection with the defense of any claim or lawsuit.

10. It is not intended by the Agreement to create, and nothing contained in this Agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

11. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

12. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement.

13. The parties further understand that this agreement supersedes any previous mutual aid agreement between any of the parties hereto, with the exception of existing "Automatic Aid Agreements" that are currently in force between any party hereto.

14. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices be required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and workplace of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the

appropriate emergency services and/or risk management function of each agency party hereto.

This Mutual Aid Agreement shall commence upon filing with the Pinal County Recorder's Office and continue in force until terminated by formal act of the parties to this agreement.

Any party may terminate its participation in this agreement upon giving 30 days written notice to all other parties. Notice shall be given by first class mail to the respective Fire Chiefs. Termination of participation by a party or parties shall not terminate the agreement as long as there are at least two parties remaining. Termination of a party shall not affect the rights and obligations of the remaining parties between themselves nor shall it affect any rights and obligations, which became fixed prior to the termination.

Each participating Fire District shall retain ownership of any equipment or property it brings to the performance of this agreement.

Mutual Aid Agreement

District of: SAN MANUEL FIRE DISTRICT

By: John Stanford

Title: Chief

ATTEST:

Robert L. Anderson, Clerk of District
Name and Title

12-9-03
Date

Patricia H. Brower, Clerk
Name and Title

12-9-03
Date

Mutual Aid Agreement

District of: MAMMOTH FIRE

By: ARMANDO CASIGAS

Title: SECRETARY-TREASURER

ATTEST:

Florentino Saiz
Name and Title

11-24-03
Date

Armando Casigas SECRETARY-TREASURER
Name and Title

11-24-03
Date

Mutual Aid Agreement

District of: Apache Junction

By: Kunda L. Shank

Title: Board of Directors Chairwoman

ATTEST:

JACO
Name and Title

8/8/03
Date

Ron Mard DIRECTOR
Name and Title

8.7.03
Date

MUTUAL AID AGREEMENT

DISTRICT OF: AZ City Fire Dist

BY: Michael L. Leary

ATTEST:

Robert Boedeker
NAME

Sec. Tres.

Michael A. Leary
NAME CHIEF

4-8-1993

Mutual Aid Agreement

District of: Avra Valley Fire District

By: Harold R. Young

Title: Harold R. Young
Board Chairman

ATTEST:

John W. Yacks
Name and Title

John W. Yacks
Clerk of the Board

2/6/03
Date

Gary Perry
Name and Title

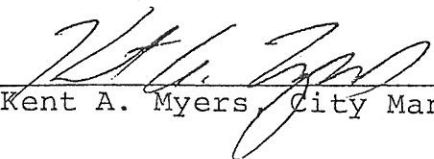
Gary Perry
Vice-Chairman

2/6/03
Date

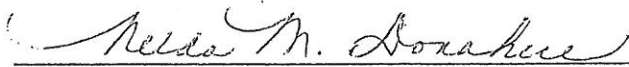
MUTUAL AID AGREEMENT

CITY/DISTRICT OF: CITY OF CASA GRANDE

BY:


Kent A. Myers, City Manager

ATTEST:


(name) Nelda M. Donahue

Clerk


(name) Michael F. Beers

Attorney

MUTUAL AID AGREEMENT

CITY/DISTRICT OF: Coolidge, Arizona

BY:

Michael H. Smith
Mayor

ATTEST:

Lucy Fitzpatrick
(name)

Clerk

James H. Jones
(name)

Attorney

MUTUAL AID AGREEMENT

CITY/DISTRICT OF: Eloy Fire District

BY: Louise McDermott

ATTEST:

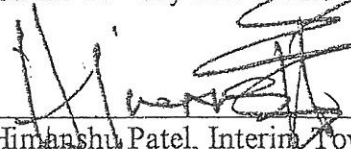
Jerry W. Wilson
(name)

Gay S. Amerson
(name)

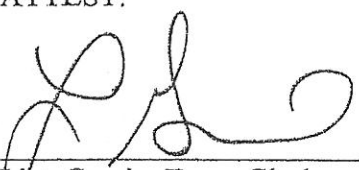
Clerk

ASSISTANT CLERK
~~ASSISTANT CLERK~~

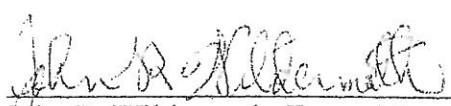
Passed and Adopted by the Florence Council on the 16th day of December, 2002.


Himanshu Patel, Interim Town Manager

ATTEST:


Lisa Garcia, Town Clerk

APPROVED AS TO FORM:


John R. Wildermuth, Town Attorney

Mutual Aid Agreement

District of: GOLDEN RANCH FIRE DIST.

By: John Fink

Title: FIRE CHIEF

ATTEST:

Vicki Cox, Secretary, Chair
Name and Title

2-20-03
Date

Donna Murphy, Clerk
Name and Title

2-20-03
Date

Mutual Aid Agreement

~~Town~~
District of: Kearny
By: Jerry Eide
Title: Town Manager

ATTEST:

Kenneth B. Pyjitt / Fire Chief 3/17/03
Name and Title Date

Margaret Nester, Town Clerk 03/17/03
Name and Title Date

MUTUAL AID AGREEMENT

DISTRICT OF: MARICOPA

BY: Chief Don Pomeroy

ATTEST:

Wayne J. Lawrence Assistant Chief
(name)

Garie Salinas Assistant Chief
(name)

Mutual Aid Agreement

District of: Queen Valley
By: Cecil G. Fendley
Title: Chief

ATTEST:

SP/9u BOARD CHAIRPERSON
Name and Title STEVE JOYCE

9/9/03
Date

J.L. Anderson
Name and Title Clerk of Board

9/9/03
Date

Mutual Aid Agreement

District of: REGIONAL FIRE & RESCUE
DEPARTMENT

By: STEVEN W. KERBER

Title: PRESIDENT / FOUNDER
FIRE CHIEF / PARAMEDIC

ATTEST:

[Signature] CHIEF 3/18/2003.
Name and Title Date

[Signature] DEPUTY CHIEF 3/18/2003
Name and Title Date

Mutual Aid Agreement

District of: Stanfield

By: FRANK R. GARCIA

Title: FIRE CHIEF

ATTEST:

Name and Title

Date

Name and Title

Date

Mutual Aid Agreement

District of: WESTERN FIRE
By: J. R. K.
Title: PRESIDENT/CEO

ATTEST:

Cay L. Amersaw
Name and Title

11/18/03
Date

Tom Maloy
Name and Title

11/13/03
Date

Mutual Aid Agreement

District of: REGIONAL FIRE & RESCUE
DEPARTMENT
By: STEVEN W. KERBER
Title: PRESIDENT / FOUNDER
FIRE CHIEF / PARAMEDIC

ATTEST:

[Signature] CHIEF 3/18/2003.
Name and Title Date

[Signature] DEPUTY CHIEF 3/18/2003
Name and Title Date

Mutual Aid Agreement

District of: Oracle Fire

By: Albert Ostry

Title: Chief

ATTEST:

Albert Ostry (Chief)
Name and Title

12-8-03
Date

Larry Southard
Name and Title

12-8-03
Date