

**MUTUAL AID AGREEMENT
FOR EMERGENCY SERVICES
BETWEEN
RINCON VALLEY FIRE DISTRICT
AND
SONOITA ELGIN FIRE DISTRICT**

This agreement is made and entered into effective on the 28th day of September, 2015, by and between Rincon Valley Fire District (“RVFD”) and Sonoita Elgin Fire District (“SEFD”) for the purpose of this Mutual Aid Agreement.

WHEREAS, RVFD and SEFD recognize the necessity to cooperate and work together to provide for mutual aid and contingency assistance at certain times when either agency requests such mutual aid or assistance.

For valuable consideration including the mutual covenants set forth in this agreement, the parties agree as follows.

1. PURPOSE

- 1.1 The purpose of this Agreement is to secure to each party the benefits of protection of life and property through mutual aid for fire suppression, emergency medical services, hazardous material, and technical rescue emergencies, hereby referred to as ALL HAZARD RESPONSE.

2. ALL HAZARD RESPONSE

- 2.1 Upon the request of an authorized public safety representative from SEFD to an authorized public safety representative from the RVFD, apparatus and personnel of RVFD will be dispatched to any point within SEFD’s jurisdiction as designated by the SEFD Incident Commander.
- 2.2 Upon the request of an authorized public safety representative from RVFD to an authorized public safety representative from SEFD, apparatus and personnel of SEFD will be dispatched to any point within RVFD’s jurisdiction as designated by the RVFD Incident Commander.
- 2.3 SEFD and RVFD shall conduct operations based upon National Incident Management System (NIMS) guidelines and utilize an Incident Command System (ICS) structure.
- 2.4 Any request for apparatus, equipment, or personnel pursuant to this Agreement is subject to the following conditions:

- a. Acceptance of any request for aid hereunder shall be subject to the availability of the responding agency's physical resources and ability to maintain an adequate level of protection for its own jurisdiction.
 - b. The responding agency shall report to the Incident Commander (IC) of the requesting agency at the location to which the responding units are dispatched, and shall be subject to the orders of the IC. Unified Command should be established at the earliest appropriate opportunity for all multi-agency incidents.
 - c. The responding agency shall be released by the requesting agency when the services of the responding agency are no longer required, or when the resources of the responding agency are needed within that agency's normal jurisdiction.
- 2.5 This agreement does not require or authorize either party to provide automatic aid to the other party for day-to-day ALS/BLS emergency medical (EMS) transport occurring outside the context of an all hazard response.
- 2.6 This Agreement will be interpreted to comply with all Arizona Department of Health Regulations.

3. COMPENSATION

- 3.1 Either party may request reimbursement for any direct expenses for all-hazard response incurred under this Agreement that exceed normal operating costs, including costs associated with on-scene emergency medical services (to the extent normally rendered by a fire service in connection with an all-hazard incident).
- 3.2 Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to Paragraph 3.1 above.
- 3.3 Each party providing ambulance transport or other services normally billed by that party will be entitled to its normal fees for services, including fees as approved by the Arizona Department of Health Services, and responsible for its own billing, insurance filing, and collection activity.

4. NEITHER PARTY RESPONSIBLE FOR PAYMENT OF WORKERS' COMPENSATION BENEFITS TO OTHER PARTY'S EMPLOYEES OR PERSONNEL

- 4.1 A.R.S. § 23-1022(D) provides as follows:

An employee of a public agency, as defined in section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in section 11-952, is deemed to be an employee of both public agencies for the purposes of this section.

4.2 That the respective employees and personnel of one party who provide automatic aid under the jurisdiction or control of, or within the jurisdictional boundaries of, the other party are deemed employees of both parties for purposes of the Arizona Workers' Compensation laws, and their primary employer shall be solely liable for the payment of any workers' compensation benefits.

4.3 As required by A.R.S. § 23-1022(E), each party shall post a notice pursuant to the provisions of Section 23-906 (i.e., in a conspicuous place upon that party's premises, in English and Spanish, and available for inspection by all employees), in substantially the following form:

"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."

4.3 The parties agree with respect to any activities under this Agreement, that each party will be solely responsible for paying the worker's compensation benefits of its own employees; that neither party will seek repayment, damages, or any other form of reimbursement from the other party for the benefits paid; and that both parties mutually waive any right of subrogation against each other regarding benefits paid.

5. EFFECTIVE DATE OF AGREEMENT

5.1 This Agreement takes effect on 28 Sept 2015.

6. TERM AND RENEWAL OF AGREEMENT

6.1 This Agreement shall be in effect for a period of five years from its effective date, and be automatically renewed for an additional five-year period at that time, and at the end of each subsequent five-year period, unless terminated as provided in Section 7.1 below.

7. TERMINATION OF AGREEMENT

7.1 Either party may terminate this Agreement upon 90 days' advance written notice to the other party.

8. INDEPENDENT STATUS OF PARTIES

8.1 In carrying out this Agreement, SEFD and RVFD at all times act in their individual capacity. The parties are not joint venturers, partners, or agents of each other, and neither party has the power to bind or obligate the other except as set forth in this Agreement. SEFD and the RVFD will not represent to anyone that they are joint venturers, partners, or agents of one another or that they have any authority to act on behalf of one another.

8.2 Any employees or personnel supplied by or acting on behalf of a party to perform duties stated in this Agreement do not become the employees or personnel of the other party for any purpose whatsoever, except as statutorily designated under A.R.S. § 23-1022(D), and, without limiting the foregoing, shall acquire no rights or coverage under the other party's tenure system; employee policies; unemployment insurance; medical and hospital insurance; worker's compensation insurance (see specifically A.R.S. § 23-1022(D) and Paragraphs 4.1 through 4.4 of this Agreement); sick and vacation leave system; or salary, severance pay, pension or retirement system.

9. CONTRACT ADMINISTRATION

9.1 Counterparts – This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

9.2 Amendment – The parties cannot change this Agreement orally, but only by an amendment that is in writing, signed by both parties, and approved as required under A.R.S. § 11-952.

10. CONSTRUCTION OF AGREEMENT

10.1 Construction – This Agreement is governed by and construed in accordance with Arizona law.

10.2 Entire Agreement – This Agreement is intended to set forth the precise relationship between the parties. It contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Agreement are of any force or effect.


10.3 Legal Jurisdiction Unaffected – Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the RVFD or SEFD.

11. COMPLIANCE WITH LAWS

- 11.1 Compliance with Laws - The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
- 11.2 Incorporation of Provisions Required by Law – Each and every provision or clause required by law to be in the Agreement is incorporated by this reference, and shall be read and enforced as included in this Agreement.
- 11.3 Non-Discrimination – In carrying out this Agreement, the parties agree to comply with all applicable federal, state and local anti- or non-discrimination laws and regulations. The provisions of A.R.S. § 41-1463, Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11.4. Applicability of A.R.S. § 38-511 – This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, whose pertinent provisions are incorporated into this Agreement by this reference.
- 11.5. Federal Immigration Laws – A.R.S. § 44-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the parties agree that:
1. Each party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees, and compliance with A.R.S. § 23-214(A).
 2. A breach of warranty under paragraph 1 shall be deemed a material breach of this agreement and is subject to penalties up to and including termination of the agreement.
 3. Each party retains the legal right to inspect the papers of each other or subcontractor employee(s) who work(s) on this agreement to ensure that each party or its subcontractor is complying with the warranty under paragraph 1.
- 11.6. No Scrutinized Business Operation - Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each of the parties certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

- 11.7. Consent & Waiver of Conflict – The parties acknowledge that Donna Aversa with the law firm of Leonard & Felker, PLC has represented each of them from time to time in unrelated matters and hereby waive any conflict of interest arising thereby and further authorize her to execute the Attorney Certificate, on behalf of each SEFD and RVFD, as set forth below.

For Rincon Valley Fire District:

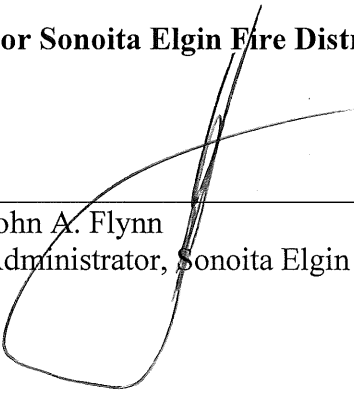


Kirsten Schlenker
Board Chair, Rincon Valley Fire District

9-16-15

Date

For Sonoita Elgin Fire District:



John A. Flynn
Administrator, Sonoita Elgin Fire District

28 Sept 2015

Date

ATTORNEY CERTIFICATION

This Agreement between the Rincon Valley Fire District, and the Sonoita Elgin Fire District has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the parties to the Agreement.

Sonoita Elgin Fire District:



Donna Aversa
Attorney for Sonoita Elgin Fire District

9/16/15
Date

Rincon Valley Fire District:



Donna Aversa
Attorney for Rincon Valley Fire District

9/16/15
Date