

RESOLUTION NO. 2546

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING THE GILA COUNTY FIRE MUTUAL AID AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AGREEMENT.

WHEREAS, the fire departments and districts in Gila County and the nearby region are responsible for emergency services within their respective jurisdictions; and

WHEREAS, said fire departments and districts acknowledge that a major emergency or simultaneous emergencies could overtax the available equipment and manpower resources within their respective jurisdictions; and

WHEREAS, said various fire departments and districts desire to coordinate their efforts to respond to such major or simultaneous emergencies,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Gila County Fire Mutual Aid Agreement, a copy of which is attached hereto marked Exhibit "A" and made a part hereof by this reference, be and is hereby approved in substantially the form as attached.

Section 2. That Kenny Evans, Mayor of the Town of Payson, be and is hereby authorized to execute said Agreement attached as Exhibit "A" in substantially the form as attached.

Section 3. That the Town of Payson is hereby authorized to take such other and further actions as may be necessary or appropriate to carry out the terms and intent of said Mutual Aid Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this 15 day of April, 2010, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

**EXHIBIT A
TO
RESOLUTION 2546**

Gila County Fire Chief's Association Mutual Aid Agreement

Including the following fire departments/
fire districts in:

NORTHERN GILA COUNTY

PAYSON FIRE DEPARTMENT
PINE/STRAWBERRY FIRE DISTRICT
HELL'S GATE FIRE DISTRICT
HOUSTON MESA FIRE DISTRICT
CHRISTOPHER-KOHL'S FIRE DISTRICT
WHISPERING PINES FIRE DISTRICT
GISELA VALLEY FIRE DISTRICT
BEAVER VALLEY FIRE DISTRICT

SOUTHERN GILA COUNTY

GLOBE FIRE DEPARTMENT
TRI-CITY FIRE DISTRICT
CANYON FIRE DISTRICT
PLEASANT VALLEY FIRE DISTRICT
TONTO BASIN FIRE DISTRICT

COCONINO COUNTY

BLUE RIDGE FIRE DISTRICT
FOREST LAKES FIRE DISTRICT

GILA COUNTY FIRE AGENCIES
MUTUAL AID AGREEMENT (the "Agreement")

THIS AGREEMENT made as of this _____ day of _____, 20__ by and between the following Fire Departments/Districts (collectively referred to as the "Agencies"):

NORTHERN GILA COUNTY
PAYSON FIRE DEPARTMENT
PINE/STRAWBERRY FIRE DISTRICT
HELLSGATE FIRE DISTRICT
HOUSTON MESA FIRE DISTRICT
CHRISTOPHER-KOHL'S FIRE DISTRICT
WHISPERING PINES FIRE DISTRICT
GISELA VALLEY FIRE DISTRICT
BEAVER VALLEY FIRE DISTRICT

SOUTHERN GILA COUNTY
GLOBE FIRE DEPARTMENT
TRI-CITY FIRE DISTRICT
CANYON FIRE DISTRICT
PLEASANT VALLEY FIRE DISTRICT
TONTO BASIN FIRE DISTRICT
COCONINO COUNTY
BLUE RIDGE FIRE DISTRICT
FOREST LAKES FIRE DISTRICT

WHEREAS, the above listed Agencies in and adjacent to Gila County are responsible for fire, emergency medical services (EMS) and other emergency services within their respective jurisdictions; and

WHEREAS, the Agencies are concerned that a major emergency or simultaneous emergencies could overtax the available equipment and manpower resources within their respective jurisdictions; and

WHEREAS, to help compensate for the effects of a major emergency or simultaneous emergencies within the areas served by the Agencies, these Agencies wish to enter into this Mutual Aid Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with the terms and provisions herein, the Agencies agree as follows:

1. This Agreement is entered into pursuant to A.R.S. § 11-952, et seq., and A.R.S. § 48-805, et seq., as an intergovernmental agreement among the Agencies.
2. The purpose for this intergovernmental agreement is to provide a mechanism for the dispatch of personnel and equipment from the area serviced by one Agency to the area serviced by any other Agency so as to provide additional fire, EMS or other emergency services in the event of emergency situations in each part of the areas served by the Agencies.
3. Requests for assistance shall be coordinated through the following regional dispatch centers:
 - 3.1 Northern Gila County
Payson Public Safety Dispatch Center 928-474-5177
 - 3.2 Southern Gila County
Tri-City Fire Dispatch 928-473-2511
 - 3.3 Blue Ridge & Forest Lakes Fire Districts

Coconino County Sheriff's Office Dispatch 800-338-7888

4. Each Agency agrees to participate in the movement of fire apparatus and personnel among the Agencies for the purposes of mutual aid response, training or other official duties.
5. Any Agency may request mutual aid. Such requests shall be made by the highest ranking officer available within the requesting Agency at the time of the request. Each request for aid shall be approved by the highest ranking officer available at the time of receipt of such a request within the Agency providing aid.
6. Aid may be requested as follows: emergency response by engines, rescue units, water tenders, wildland fire units or support units, together with their respective crews. Additional staff assistance or special equipment items may be requested as needed to handle a particular incident.
7. The Agencies shall engage in suitable fire and EMS training so as to provide for a reasonable uniformity of operations. If an Agency does not provide EMS services, then EMS training for that Agency should consist of a minimum of cardio-pulmonary resuscitation training for each firefighter. Cross-training and sharing of instructors and training materials is encouraged, as is group training involving members of multiple Agencies.
8. The Agencies shall maintain compatible rank/position structures to minimize chain-of-command confusion. Standardized apparatus definitions shall be used. Standardized numbering shall be used in each region to minimize confusion on incident scenes. Each Agency may use any other Agencies assigned radio frequencies as necessary for mutual aid operations.
9. All Agencies will adopt and use the National Incident Management System (NIMS). The Incident Command System component of NIMS will be used on all incidents within the Agency's jurisdiction. Each incident within an Agency's jurisdiction shall have an Incident Commander (IC) who preferably shall be a member of that Agency. Concerning incidents involving multiple jurisdictions, a unified command structure shall be used.
10. If personnel are available, an Incident Safety Officer (ISO) shall be assigned to the incident. The IC may assign the ISO to be one of the assisting Agencies chief officers or upper level officers, if feasible.
11. Companies or crews of the Agency(s) giving aid shall work together as a unit under the direction of an officer of their own Agency who, in turn, shall be under the command of the IC or his/her designee.
12. Each Agency shall procure and maintain insurance coverage at a minimum of five million dollars (\$5,000,000) for injury to persons or property or loss of life. Each Agency shall also procure and maintain vehicle liability insurance in like amount. In addition, each Agency shall procure and maintain workers' compensation insurance for each of that Agency's workers.

13. Each Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and shall be solely responsible for any injuries to its employees and for claims of injury or legal harm asserted by others, from the performance of any obligation under this Agreement. Each Agency shall have the right of contribution against the other to the extent of the liability caused by the other Agency's employees in activities creating joint liability under this Agreement. Each Agency shall be considered an independent contractor with respect to every other Agency and, except as provided in A.R.S. § 23-1022, at no time shall an employee of one Agency be deemed an employee of any other Agency for the purposes of this Agreement.
14. Any Agency(s) giving aid shall not charge any other Agency for the use of manpower or equipment for any mutual aid incident. The Agency receiving aid shall reimburse the Agency(s) giving aid for expendable supplies such as firefighting foam or foodstuffs. Non-incident related activities, such as one Agency providing instructors for another Agencies training classes, one Agency providing maintenance services for another Agencies vehicles, and similar activities shall be outside of the scope and purpose of this Agreement, and such charges may be made for such activities. Nothing in this paragraph shall prevent any Agency from seeking reimbursement from a person receiving emergency services pursuant to A.R.S. § 9-500.20.
15. All Agencies shall provide rehabilitation for firefighters who are involved in major incidents that last more than two hours. Every effort should be made to have rehabilitation on the scene and available to firefighters within one (1) hour from the time of alarm. For calls of three (3) hours or more, food shall be provided for all firefighters by the Agency requesting mutual aid.
16. All aid requests for major wildland fire incidents, defined as those requiring more than two (2) hours of initial fire attack activity, will be coordinated with the U.S. Forest Service and Arizona State Forestry Division in accordance with the State/Federal Master Fire Plan.
17. In rendering mutual aid emergency assistance, each requesting Agency and each assisting Agency shall be responsible for the provision and maintenance of its own equipment and for its personnel and equipment costs when acting pursuant to this Agreement. Each firefighter responding to a call for aid will be fully equipped with the proper protective equipment and /or clothing as appropriate for the incident. Each Agency shall provide such equipment for its own personnel.
18. If equipment is left behind at an incident, a list of such equipment shall be provided to the IC, who shall see to the return of said equipment to the owning Agency. Any other Agency keeping supplies or equipment owned by another Agency shall be responsible for returning such equipment in good working condition.
19. Each Agency understands and agrees that nothing in this Agreement shall prevent the carrying out of each Agency's responsibility within its respective jurisdiction. If such responsibilities prevent such Agency from responding under this Agreement, then such failure to respond shall not be a cause for default or a violation of this Agreement.
20. Detailed, accurate, up-to-date and legible maps shall be provided from each Agency which is

a party to Agreement to other Agencies which are parties to this Agreement. Updates shall be made annually unless no changes have taken place in the mapping. One (1) copy (may be electronic) shall be provided to each Agency and it is the responsibility of that Agency to make copies for each apparatus and personnel as needed.

21. This Agreement shall be binding upon the Agencies and their successors for a period of ten (10) years. However, any Agency may terminate its participation in this Agreement upon thirty (30) days written notice to the other Agencies. This notification shall be given by first class mail to the Agencies at the addresses listed below. The thirty (30) days begins to run five (5) days after this notification is postmarked. All modifications to this Agreement shall be in writing and signed by all of the Agencies which are parties to this Agreement.
22. Any Agency which is in default of any provision in this Agreement or which otherwise fails to comply with any responsibility hereunder, unless excused by all the other Agencies, shall not be permitted to participate in the benefits to be provided under this Agreement, including, but not limited to mutual aid responses, during such period of default and until such default or failure is cured.
23. This Agreement may be superseded only by (1) a written modification signed by all Agencies which are parties to this Agreement, or (2) an Automatic Aid Agreement. Automatic Aid Agreements may be entered into by individual Agencies which are parties to this Agreement without the consent of other Agencies which are parties to this Agreement. The terms and provisions of this Agreement shall not apply to an Automatic Aid Agreement.
24. This Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein by reference. Said statute provides, among other things, that if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of any other party to the contract, that this Agreement may be canceled.
25. Authorized Presence Requirements/Government Procurement (A.R.S. §41-4401).
 - 25.1 Agency(s) and any subcontractor employed by the Agency(s) warrants their compliance with all Federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A).
 - 25.2 A breach of the warranty under Section 25.1 above shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of the Agreement.
 - 25.3 The Agency(s) retain the legal right to inspect the papers of the other Agency(s) or subcontractors who works on this Agreement to ensure that the Agency(s) and subcontractor is complying with Section 25.1.
26. Scrutinized Business Operations. Pursuant to A.R.S. §35-391.06, the Parties hereby warrant and represent that they do not have, nor any of their subcontractors have, and during the term of this Agreement will not have a scrutinized business operation in either Sudan or Iran.

27. In the event of a dispute between the Agencies relating to or arising out of this Agreement, no Agency shall be entitled to recover any of its costs, fees (including attorneys' fees), or expenses from the other Agency, but each Agency shall bear and pay its own respective costs, fees, and expenses without contribution from any other Agency. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission, with the written consent of the Agencies to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.
28. This Agreement contains and sets forth the entire and exclusive agreement and understanding between the Agencies hereto pertaining to the subject matter.
29. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document.
30. Nothing herein shall be construed as obligating any of the Agencies to expend, or as involving any Agency in any contract or other obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
31. Each Agency is responsible for complying with A.R.S. § 11-952 (B) (2) by (1) allocating sufficient funds in a budget for compliance with this Agreement and (2) establishing and maintaining a budget regarding funds for this Agreement.
32. It is the intent of this agreement that each Agency shall maintain its own property and keep it separate from the property of the other Agencies. Upon termination of this Agreement each Agency shall promptly return any property it may have to the owning Agency.

IN WITNESS WHEREOF, the Agencies have executed this Agreement or caused their duly authorized official to execute this Agreement.

BEAVER VALLEY FIRE DISTRICT By _____ Date _____

BLUE RIDGE FIRE DISTRICT By _____ Date _____

CANYON FIRE DISTRICT By _____ Date _____

CHRISTOPHER-KOHL'S FIRE DISTRICT By _____ Date _____

FOREST LAKES FIRE DISTRICT By _____ Date _____

GISELA VALLEY FIRE DISTRICT By _____ Date _____

CITY OF GLOBE By _____ Date _____

HELLSGATE FIRE DISTRICT By _____ Date _____

HOUSTON MESA FIRE DISTRICT By _____ Date _____

PINE/STRAWBERRY FIRE DISTRICT By _____ Date _____

PLEASANT VALLEY FIRE DISTRICT By _____ Date _____

TONTO BASIN FIRE DISTRICT By _____ Date _____

TOWN OF PAYSON By _____ Date _____

TRI-CITY FIRE DISTRICT By _____ Date _____

WHISPERING PINES FIRE DISTRICT By _____ Date _____

APPROVAL AS TO FORM

The _____ Legal Department has reviewed this agreement and approved it as to form. When reviewing this agreement for form, the Legal Department considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of consideration (we do not review to determine if consideration is adequate);
4. That certain provisions specifically required by statute are included (i.e. provisions concerning nonavailability of funds and conflict of interest, A.R.S. §38-511).
5. That the Agreement is within the Powers and Authority of the entity signing under the laws of the State of Arizona.

We have not reviewed the agreement for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms and conditions of the agreement or the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the agreement.

Dated: _____, 2010

By: _____