

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COCHISE AND THE SUNSITES-PEARCE FIRE DISTRICT FOR THE PURPOSE OF PROVIDING MUTUAL AID AND ASSISTANCE.

THIS AGREEMENT is made and entered into on this _____ day of _____ 2011, by and between the SUNSITES-PEARCE FIRE DISTRICT (hereinafter "the District") and COCHISE COUNTY (hereinafter "the County") for the purpose of establishing the terms and conditions upon which the respective parties shall continue to provide mutual aid and assistance and to cooperate in ways that will be beneficial to both parties.

WHEREAS, the District employs various qualified personnel and maintains certain equipment and improvements as necessary to provide for fire protection and for the preservation of life, and responds to certain emergency situations; and

WHEREAS, the County, particularly through the Sheriff's Department, provides certain emergency and law enforcement services in response to many of these same emergency situations and operates certain communications facilities; and

WHEREAS, both the County and the District may enter into agreements, pursuant to A.R.S § 11-952, to authorize joint and cooperative action between these parties; and

WHEREAS, both of these respective governments share a common goal of working cooperatively with other governmental units to maximize the overall public benefits that can be achieved with the limited public resources that are available to each.

THEREFORE, in consideration of the mutual covenants and conditions stated below, the District and the County hereby agree as follows:

- (1) The District shall provide the County, upon request, and subject to the availability of these resources, with the following assistance and services:
 - (a) Certified paramedics to accompany the Cochise County Sheriff's Office as necessary;
 - (b) Certified and trained technical rescue personnel for search and rescue operations, together with a paramedic and equipment, as necessary;
 - (c) Emergency Medical Training courses for County Sheriff's Officers;
 - (d) Support personnel and equipment, including Bendix King Radios, and small bottle oxygen refills, as necessary; and
 - (e) Certified personnel to assist in structure fires, and wildfires, and on state contract or request for wildfire assistance.
- (2) The County shall provide the District, upon request, and subject to the availability of these resources, with the following assistance and services:
 - (a) Emergency radio dispatch services, through the 911 system;

- (b) Transmission of communications for the District through the use of the County's microwave system, subject to a protocol to be developed by the respective representatives of the parties as necessary to insure compatibility and non-interference with other County operations. The District shall be responsible for obtaining, at its own expense, the equipment needed to make use of this system;
 - (c) Use of excess space on County communications facilities and towers, subject to a protocol to be developed by the respective representatives of the parties as necessary to insure compatibility and non-interference with other County operations. The District shall be responsible for obtaining, at its own expense, any equipment needed to make use of the facilities; and
 - (d) Consultation and advice on the coordination of emergency communication services in this area.
- (3) Each party may request mutual aid assistance from the other in connection with any other type of emergency situation, as may be necessary or appropriate. The requesting party shall be the sole judge of the nature and degree of assistance that is to be requested from the responding party. The responding party shall be the sole judge of the nature and degree of the assistance that it is able to provide. This agreement shall not alter the primacy of the parties over their respective areas of jurisdiction, for fire, ambulance or law enforcement functions. As soon as practicable after the request for assistance is made, the responding party shall notify the requesting party whether the assistance will be provided and the nature and degree of assistance that will be available.
- (4) Neither party shall seek reimbursement or any further consideration for any costs associated with providing any of the mutual assistance that is the subject of this agreement.
- (5) The District shall defend, hold harmless, and indemnify the County, its officers, agents, and employees, from all claims, demands, suits, damages, and losses which result from the negligence or intentional torts of the District, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The County shall hold harmless, defend and indemnify the District, its officers, agents, and employees, from all claims, demands, suits, damages, and losses which result from the negligence or intentional torts of the County, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors, and employees, in comparison with others (including, but not limited to the other party) who may have contributed to or in part caused any such claim arise.

- (6) An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 AND Arizona Workers Compensation law. The primary employer shall be solely liable for any worker's compensation benefits which may accrue in the performance of this IGA. Each party shall post a notice pursuant to the provision of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control 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.

- (7) This agreement shall become effective as of the date it is filed with the Cochise County Recorder. It shall remain in effect for (1) one year, but shall be deemed to be renewed annually, without further action by either party, unless it is terminated by (90) ninety day written notice by either party. This agreement is subject to termination pursuant to A.R.S § 38-511, the pertinent provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto execute this agreement as of the date written above.

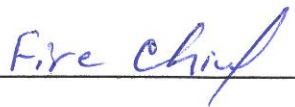
COCHISE COUNTY

SUNSITES-PEARCE FIRE DISTRICT

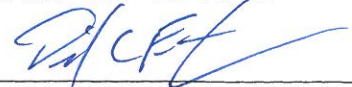
By: _____

By: 

Title: Chairman

Title: 

APPROVED AS TO FORM



David Fifer

Deputy County Attorney