



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001

MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON, FORT HUACHUCA, ARIZONA
AND
COCHISE COUNTY
FOR
PUBLIC SAFETY

W91QUS-202003-145

The undersigned parties, both governmental and other public-safety agencies, each conducting business in Cochise County, and wishing to improve delivery and coordination of emergency services with the County, and thereby better carry out their mutual responsibilities, do mutually agree to the following conditions and covenants, including pursuant to A.R.S. § 11-952 and DODI 6200.03, and all other empowering statutes, as applicable.

1. Scope of the Agreement: This agreement is entered into between Fort Huachuca and the Cochise County-based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments which, through their duly authorized representatives, are signatory to this agreement, below.

a. This agreement supersedes any and all former agreements on this subject between the parties to this Agreement, except that any Automatic Aid agreements that may have been independently previously entered into by any of the parties or hereafter entered into by any parties shall remain in effect.

2. Voluntary Termination

Notwithstanding the provisions of A.R.S. § 38-511, any party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to the other party.

3. Cancellation for Conflict of Interest

a. Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract of any extensions of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a late time.

4. Requests for Assistance

a. Any party to this Agreement, through its chief operations officer or other authorized agent, may request assistance from the other party to this Agreement if the requesting party makes a determination that there exists an emergency of such magnitude that the resources of the requesting party are, for any reason, inadequate. The parties shall hereafter develop and adopt formal policies concerning procedures for making and responding to requests and dispatching and redeployment of emergency service units.

5. Response to Request

a. The chief operations officer or authorized agent of any party to this Agreement who receives a request for assistance under this Agreement from another party thereto shall be the sole judge of the extent of the assistance, if any, that said agency will provide. Any party receiving a request for assistance from another party shall not provide such assistance if it is determined that doing so would impair the safety of citizens or property within its own service area. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

6. Incident Command

a. A party which responds to a request for assistance from another party to this Agreement shall work under the direction of the designated Incident Commander of the incident. All parties shall utilize a command structure compliant with requirements of the federal National Incident Management System. Parties shall make every effort to ensure common communications frequencies are utilized. After any incident involving mutual aid, all parties participating in that incident shall make available to each other upon request all appropriate reports arising out of such operations.

7. Equipment and Personnel

a. Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement.

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b. No party shall be reimbursed by any other party for any costs incurred pursuant to this Agreement; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Cochise County shall comply with Arizona Worker's Compensation Law. For purposes of Worker's Compensation under A.R.S. § 23-1022(D), an injured employee's primary employer shall be solely responsible for the payment of benefits. Fort Huachuca shall comply with the Federal Employee Compensation Act.

8. Severability

a. If any provision of the Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of the Agreement are declared to be severable.

9. Other Contractual Arrangement

a. Nothing in this Agreement shall limit the ability of any one or more parties to it from entering and/or participating in more specific contracts for services, or mutual or automatic aid with other parties to this Agreement, or from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement.

10. Effective date, Termination, Modification or Revision.

a. This agreement is effective the date the last signature is affixed and will remain in effect unless terminated by either party with 180 days written notice. All duties and responsibilities of both parties are fully described herein; no other duties, responsibilities, or promises have been made that are not specifically included in this agreement.

b. The parties to this agreement may bilaterally terminate this agreement with 180-day advance notification to permit any appropriate resource adjustments. Due to mission change, the Installation may terminate, suspend or significantly modify this agreement during a fiscal year.

c. This agreement expires 30 September 2025.

11. ADA and Non-Discrimination. The parties shall comply with all anti-discrimination laws, both state and federal, including 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.

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This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

11. OSJA REVIEW: The Office of the Staff Judge Advocate and Cochise County Attorney have reviewed this agreement and found it to be legally sufficient.

BRITT HANSON
Chief Civil Deputy
Cochise County Attorney

DANIEL D. HAWS II
Environmental Attorney

(Date)

(Date)

THOMAS E. BORER
Chair, Board of Supervisors

CHAD O. RAMBO
Colonel, MI
Commanding

(Date)

(Date)