



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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into on this 27th day of July 2021, by and between the FRY FIRE DISTRICT (hereinafter “the District”) and COCHISE COUNTY (hereinafter “the County”). The District and County may be referred to collectively as the parties.

WHEREAS, the District and the County seek to enter this IGA for the purpose of establishing the terms and conditions upon which the 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 emergency medical and fire protection for the preservation of life; and

WHEREAS, the County, particularly through the Sheriff’s Office, provides certain emergency and law enforcement services in response to many of these same emergency circumstances and operates certain communications facilities and equipment; and

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

WHEREAS, the County and District share a common goal of working cooperatively with one another 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. Recitals.** The Recitals set forth above are incorporated into the terms and conditions of this IGA.
- 2. Term & Termination.** This agreement shall become effective as of the date it is filed with the Cochise County Recorder. It shall remain in effect for five (5) years, but shall be deemed to be renewed annually, without further action by either party, unless it is terminated by ninety (90) 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.

3. Mutual Aid.

- a. Each party may request mutual aid assistance from the other in connection with any type of emergency situation, as may be necessary or appropriate.
- b. The requesting party shall be the sole judge of the nature and degree of assistance that is to be requested from the responding party.
- c. The responding party shall be the sole judge of the nature and degree of assistance that it is able to provide.
- d. This agreement shall not alter the primacy of the parties over their respective areas of jurisdiction, for fire, ambulance, or law enforcement functions.
- e. 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.
- f. Neither party shall seek reimbursement nor any further compensation for any costs associated with providing any of the mutual assistance that is the subject of this agreement other than reimbursement for SWAT operations and training as specifically set forth in this IGA.

4. The District's Obligations.

- a. The District shall provide the County, upon request, and subject to the availability resources, paramedics to accompany the County's Sheriff's Office on SWAT operations.
- b. The District shall designate certain of its paramedics as authorized to train and respond on the County's SWAT operations (the District's "SWAT Paramedics").
- c. The District shall submit reimbursement requests, as a monthly invoices to the Sheriff's Department Financial Services Unit. The invoices shall reflect the dates, hours, and District personnel who provided coverage.

5. The County's Obligations.

- a. The County will provide, at its own expense, training for the District's SWAT Paramedics.
- b. The County will provide at its own expense equipment necessary equipment for members of its SWAT Team including equipment for the District's SWAT Paramedics as necessary or reasonably required to participate, train, and respond with the County's SWAT Team.

6. Compensation.

- a. The County will compensate the District by reimbursement for the hourly wages of the SWAT Paramedics involved with each SWAT operation for the period commencing as of the time the SWAT Paramedics are called out until the operation is completed.
- b. The County will compensate the District by reimbursement for the hourly wages for each of the paramedics that attend the County's training for the SWAT Paramedics as mutually coordinated and scheduled by the District and the County.
- c. Reimbursement will be determined by the following for purposes of the District's invoice and the County's payment.

- i. Paramedics from the District will normally provide services under this IGA outside of their normally scheduled duty hours but may also provide such services during their normal hours. The District may or may not backfill the paramedic providing services pursuant to this IGA.
 - ii. The County shall reimburse the District for either the overtime wages of the responding paramedic or the overtime wages of a backfilling employee, or for the regular wages of the responding paramedic if services are provided during normal working hours and another employee does not backfill for the paramedic.
 - iii. The District shall bear all other costs of its employees incurred in the implementation of this IGA, including health insurance, benefits, and workers' compensation.
 - d. The Sheriff's Department Financial Services Unit shall provide reimbursement to the District within thirty (30) calendar days of receiving the District's invoice.
7. **Financing.** Each party has sufficient funds in its' current budget to carry out the terms of this IGA. If a party terminates this IGA as a result of a failure of its governing body to budget and appropriate sufficient funds to support participation in this IGA, the non-appropriating party shall give the other party written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.
8. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this IGA, the following type(s) and amounts of insurance:
- a. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of
 - i. \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, and,
 - ii. \$1,000,000.00 Property Damage.
 - c. Worker's compensation coverage, including employees' liability coverage, as required by law.
9. **Worker's Compensation.**
- a. Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.
 - b. Each party has posted a notice to its employees pursuant to the provisions 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 worker's compensation."

10. Indemnification.

- a. 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 the Agreement, but only to the extent that such claims arise from such negligence or intentional torts.
- b. The County shall hold harmless, 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 the 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 an such claim to arise.
- c. Each Party's obligation to indemnify the other party shall survive termination of this IGA.

11. 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. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in any court of competent jurisdiction.

12. Non-Discrimination. In performance of this Agreement the parties shall not discriminate against any County employee or District employee, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

13. ADA. The parties shall comply with 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.

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

15. Legal Authority. No party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by

such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

- 16. Entire Agreement.** This agreement supersedes any other contracts between the District and the County. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered, or extended except through a written amendment signed by the parties.
- 17. No Third-Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. No Partnership.** Nothing in the provisions of this IGA is intended to create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the District, the County, or, their respective employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security, income taxes, pension or for any other payroll withholdings for itself or any of its employees.
- 19. HIPAA Compliance.** Each party agrees to comply with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of this Agreement. Each party agrees not to use or disclose PHI except as permitted by law.

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

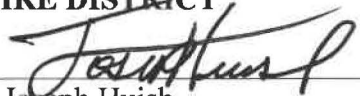
COCHISE COUNTY

By: Ann English, Chair
Title: Cochise County Board of Supervisors

ATTEST:

Kim Lemons, CPCC
Clerk of the Board of Supervisors

FRY FIRE DISTRICT

By: 
Title: Chairperson of the Board

ATTEST:


Eric Andersen
Clerk of the Board

Attorney Certification

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified in this agreement.

Approved as to form this ____ day of _____ 2021.

Christine J. Roberts
Civil Deputy Cochise County Attorney

Jeffrey Matura
Fry Fire District Attorney