

**AGREEMENT FOR AUTOMATIC AID IN FIRE AND EMERGENCY SERVICES
(F&ES)
BETWEEN
EI MIRAGE, ARIZONA
AND
LUKE AIR FORCE BASE, ARIZONA**

This Automatic Aid Agreement (the “Agreement”), is made and entered into this 18th day of October 2022, between the Secretary of the Air Force (the “Air Force”) acting by and through the Commander, 56 Fighter Wing, Luke AFB pursuant to the authority of 42 U.S.C. § 1856a and El Mirage Fire Department. Together the Air Force and the City of El Mirage are hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each automatic aid in fire protection services as defined above.
- c. Automatic aid is a form of mutual aid for the automatic response by Luke AFB Fire and Emergency Services (F&ES) to pre-arranged areas outside Luke AFB and an automatic response by El Mirage Fire Department inside Luke AFB for immediate joint response.

d. On request to a representative of the Luke AFB F&ES by a representative of the El Mirage Fire Department, fire protection equipment and personnel of Luke AFB will be dispatched to any point within the a 5-mile radius of Luke AFB as designated by the representative of the El Mirage Fire Department.

e. On request to a representative of the El Mirage Fire Department by a representative of the Luke AFB F&ES, fire protection equipment and personnel of the El Mirage Fire Department will be dispatched to any point within the jurisdiction of the Luke AFB as designated by the representative of the Luke AFB F&ES.

f. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for automatic aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies / INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the authority having jurisdiction using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the El Mirage Fire Department normally provides fire protection services, the chief of the Luke AFB fire department or his or her representative may assume full or unified command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Luke AFB to observe Air Force operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

g. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), the City of El Mirage is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

(2) Luke AFB F&ES will not support the request or use of firefighting foams, chemicals, or other materials off the installation except where DoD assets are involved and it is required for the expedient protection and mitigation of incidents involving DoD assets, life safety, and/or the preservation of property.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

i. 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 g.

j. All equipment used by El Mirage Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for El Mirage Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of El Mirage Fire Department.

k. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

l. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

m. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

n. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of El Mirage's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

o. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-

recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

p. If a claimant files a Federal Tort Claim, in accordance with 28 USC §§ 2671-2680, against the United States Air Force as a result of Luke AFB's assistance to El Mirage Fire Department, then the City of El Mirage agrees to pay all fees associated with the legal defense of such claim and any resulting damages that may be adjudged. Likewise, Luke AFB agrees to hold the City of El Mirage or the El Mirage Fire Department harmless in the execution of any assistance it provides to Luke AFB.

For the Air Force:

Luke AFB

c/o Commander, 56th Fighter Wing
7222 Fighter Country Drive
Luke AFB, AZ 85309

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Luke AFB
c/o Fire Chief
7222 Fighter Country Drive
Luke AFB, AZ 85309

For El Mirage Fire Department

El Mirage Fire Department
"attention to" Fire Chief
13601 N El Mirage Rd.
El Mirage, AZ 85335

TERMS OF THE AGREEMENT

q. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date. The Parties to this agreement shall conduct an

annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

r. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

s. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

t. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

CITY OF EL MIRAGE
For El Mirage Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

CRYSTAL DYCHES
City Manager
El Mirage, Arizona

JASON M. RUESCHHOFF, Brig Gen, USAF
Commander, 56th Fighter Wing (AETC)
Luke Air Force Base

Date: _____

Date: _____