

After recording, return to:

City Clerk
Flagstaff City Hall
211 W. Aspen Avenue
Flagstaff, AZ 86001

**Cooperative Greater Flagstaff Area
Fire Agencies All Risk Emergency
Intergovernmental Agreement**

This Intergovernmental Agreement (“Agreement”) is entered into by the City of Flagstaff, City of Williams, the Sedona Fire District, the Pinewood Fire District, the Highlands Fire District, the Summit Fire and Medical District, Mormon Lake Fire District, and the Ponderosa Fire District (the “Party” or Parties”)

RECITALS

- A. The Parties consist of members of various fire rescue and emergency medical service departments which together, form a cooperative of information, training, fire prevention, procurement, administration, fire suppression response, medical services and any cooperative effort which is deemed mutually beneficial to the Parties.
- B. The Parties concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources.
- C. The Parties seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities.
- D. It is the desire of the Parties to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions to include regional operations, procedures, and practices governing command and control and hazard zone operations.
- E. The Parties recognize the vulnerability of the people and the communities located within the greater Flagstaff area to damage, injury, and loss of life and property resulting from fire and all other natural and man-made emergencies and disasters (“Incidents”). It is also recognized that fires, natural and man-made emergencies, and disasters may present equipment and staffing requirements beyond the capacity of each individual Party.
- F. The Parties are fire districts and municipalities of the State of Arizona and are authorized pursuant to A.R.S. § 11-951 *et seq* to enter into intergovernmental agreements for the joint exercise of powers to carry out their mutual responsibilities.

1. Purpose

The purpose of this IGA is to establish the lawful cooperation of governmental fire and medical rescue departments in the mutual attainment of their life safety mission.

2. Scope

The scope of this agreement shall include the following:

2.1 To provide cooperative procedures and practices including but not limited to emergency response, emergency standby coverage, joint purchasing, communications infrastructure and protocols, training, health and safety, fire prevention, public education, fire investigations, wildland fuels mitigation and suppression programs and other activities that will enhance the ability of the Parties to fulfill their missions, and;

2.2 To provide procedures to notify Parties of the need for assistance in the event of an Incident.

3. Request for Assistance

Any Party who is a signatory to this Agreement may request assistance for fire and emergency services if the requesting Party is faced with an Incident that is occurring or potentially beyond the capacity of the requesting Party to control or mitigate; or the requesting Party is occupied with another Incident.

3.1 Authorized Designee. Upon contacting its dispatch center to request mutual assistance, each Party shall identify an authorized designee to provide contact information, including 24-hour access, and shall maintain current resource information for purposes of mutual assistance response.

4. Response to Request

A Party which receives a request for assistance shall respond unless the safety of the citizens and property within its jurisdiction would be compromised. The Fire Chief or the authorized designee of each Party which receives a request for assistance shall be the sole judge as to the amount of assistance, if any, which that Party can provide. No Party shall be liable to any other Party for failing to respond to a request for assistance, for the amount of assistance provided, or assistance withdrawn.

5. Incident Command

A Party that responds to a request for assistance shall work under the direction of the Incident Commander (“IC”) as designated by the Incident Command System (“ICS”). If the assisting Party needs to return to its jurisdiction during this time period, the Party shall coordinate a release time with the Incident Commander. The IC will make all attempts to release Mutual Aid units back to their jurisdiction as soon as it is safe and appropriate to do so.

6. Responsibility for Equipment and Personnel

In rendering initial attack mutual assistance, each requesting and assisting Party shall be responsible for the provision and maintenance of the respective Party's own equipment and personnel.

7. Costs

Except as specifically agreed to by the Parties for a particular incident, neither Party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

8. Reciprocity

The Parties agree that mutual aid provided pursuant to this Agreement is reciprocal. The Parties acknowledge that mutual aid does not ensure that a Party will receive the exact same amount of assistance that it gives. It is intended that the level of service delivered under this agreement will be comparable.

9. Operational Procedures

From time to time, the Fire Chiefs or authorized designees of each Party may promulgate mutually agreeable written operational procedures for the cooperative implementation of this Agreement. In addition, field exercises as well as command, control, and communication exercises may be implemented to examine, evaluate and improve the collective performance of all Parties.

10. Incident Reports

All Parties shall make available to other Parties all incident reports that involve mutual assistance.

11. Participating Parties

A District or Municipality not a Party to this Agreement may enter into this Agreement without amendment of this Agreement by the governing bodies of the existing members, provided that it is approved as a Party by a voice vote of a simple majority of the authorized designees of the Parties to the Agreement, and its governing body approves the terms of this Agreement and authorizes execution of the Agreement.

12. Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless any other Party or Parties or their officers, officials, agents employees or volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement

or the termination of the participation of any of its Parties.

13. Worker's Compensation Claims

Each Party shall be responsible for any injuries which may occur to its own personnel during the course of rendering mutual aid under this Agreement. In accordance with A.R.S. § 23-1022, each Party shall be deemed the primary employer and shall have sole responsibility for the payment of worker's compensation benefits to its respective employees. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

14. Insurance

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

15. Effective Date; Term

15.1 Effective Date. This Agreement will become effective for each Party after approval by its governing body and recording with the Coconino County Recorder's Office (the "Effective Date").

15.2 Term. Except as otherwise provided in this Agreement, this Agreement will terminate on June 30, 2028, unless extended by action of the Parties.

15.3 Any Party may terminate its participation in this Agreement by providing each of the other Parties thirty (30) days written notice.

16. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

17. Existing Mutual Aid Agreements

This Agreement shall supersede any mutual aid agreements or other agreements between or among any of the Parties which are currently in effect. The existing Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Mutual Aid Intergovernmental Agreement entered by the parties in 2008 is hereby terminated and replaced in its entirety by this Agreement. The Parties recognize that this Agreement is not intended to terminate, modify, amend, or otherwise alter any Cooperative Agreements entered into by and between the Arizona State Land Department / State Forester and its cooperators.

18. Right to Enter into Additional Agreements

The Parties to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the Parties. Nothing in this Agreement shall limit the ability of a Party to provide emergency assistance to another jurisdiction which is not a participant in this Agreement.

19. Compliance with All Laws.

Each Party shall comply with all federal, state and local laws, rules and regulations.

20. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party. Upon execution, the counterpart signature page will be recorded with the Coconino County Recorder's Office.

**Cooperative Greater Flagstaff Area
Fire Agencies All Risk Emergency
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Signature Page

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

City of Flagstaff

Authorized signatory:

Name: _____
Title: _____

Attest:

City Clerk

Date of formal approval by governing body:

Approved as to Form:

City Attorney

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Signature Page

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Date of formal approval by governing body:

Attorney's Approval:

Name: _____

Title: _____