

**INTERGOVERNMENTAL AGREEMENT
EMERGENCY MANAGEMENT MUTUAL AID COMPACT**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter “Agreement”) dated _____, 2020 between the **ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter “NAU”), **CITY OF FLAGSTAFF** (hereafter “City”), **COCONINO COUNTY** (hereafter “County”), **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (hereafter “Community College”), **FLAGSTAFF UNIFIED SCHOOL DISTRICT** (hereafter “District”), and **NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY** (hereafter “Mountain Line”) is to permit the Parties to participate in an Emergency Management Mutual Aid Compact pursuant to Arizona Revised Statutes (“A.R.S.”) and rules of the applicable legislative or other governing bodies as provided herein. NAU, City, County, Community College, District, and Mountain Line may be referred to individually as Party or collectively as Parties.

RECITALS

- A. WHEREAS, the Parties desire to enter into this Agreement to define the resources, their purpose, and the responsibilities of the Parties in conjunction with the project or resource commonly referred to as Emergency Management Mutual Aid Compact; and
- B. WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and
- C. WHEREAS, NAU has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1625 and Arizona Board of Regents Policy 3-808.
- D. WHEREAS, Coconino County has authority to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632.
- E. WHEREAS, Community College has authority to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632.
- F. WHEREAS, The District has authority to enter into this Agreement pursuant to A.R.S 11-952, 15-213, 15-341, 15-342, and 41-2632.
- G. WHEREAS, Mountain Line has authority to enter into this Agreement pursuant to A.R.S. 11-952.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Purpose.

The purpose of this Agreement is to define for the participating Parties the emergency management terms and procedures, which will be used among participating Parties for dispatching mutual aid assistance to any affected area in accordance with applicable local ordinances, resolutions, emergency plans or agreements. This Agreement shall be construed in accordance with the laws of the State of Arizona.

- a. The purpose of the Emergency Compact among local agencies and emergency responders is to lend assistance across Jurisdictional boundaries when needed and to identify the terms and procedures for executing Local Mutual Aid in times of Emergencies.
- b. In times of critical Emergency response, this Emergency Management Mutual Aid Compact will serve as the written request for assistance required to facilitate the County and NAU acting with legal authority within the city limits of Flagstaff.
- c. Local Mutual Aid involves sharing resources and services between Jurisdictions or organizations. Mutual Aid occurs routinely to meet the resource needs identified by the requesting organization.
- d. This arrangement provides assistance before, during, and after an Emergency event to facilitate the rapid mobilization of personnel, equipment, and supplies. This assistance can include the daily dispatch of law enforcement, emergency medical services (EMS), and fire service resource between local communities, as well as the movement of resources within a state or across state lines when larger-scale incidents occur. This aid will provide essential assistance to fill mission needs.

2. Scope.

The scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; (3) allow for sharing of radio frequencies and, (4) to provide a mechanism for compensation for resources.

3. Definitions.

- Arizona Board of Regents is a body corporate with perpetual succession pursuant to the laws of the State of Arizona acting for and on behalf of Northern Arizona University.
- Automatic Mutual Aid means the automatic dispatch and response of requested resources without Incident specific approvals. These agreements are usually basic contracts; some may be informal accords.

- Backfill means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- Compact means this document, the Emergency Management Mutual Aid (Compact).
- Emergency or Emergencies means any disaster, emergency, or contingency situation, which requires a collaborative effort among multiple Jurisdictions.
- Exercise is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP).
- Incident means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this document, the word "incident" includes planned events as well as Emergencies and/or disasters of all kinds and sizes.
- Jurisdiction means an entity, including the Parties to this Compact which (1) have the authority to act, within a defined geographical area especially in times of Emergency and (2) is a Party to this Agreement.
- Local Mutual Aid are agreements between neighboring Jurisdictions, agencies, or organizations that involve a formal request for assistance and generally cover a larger geographic area than Automatic Mutual Aid.
- Director is the Director of Coconino County Emergency Management.
- National Incident Management System (NIMS) is a systematic, proactive approach to guide all levels of government, non-government organizations (NGOs), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of Incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS provides a consistent foundation for dealing with all Incidents, ranging from daily occurrences to Incidents requiring a coordinated Federal response.
- Political Subdivision means any county, incorporated city or town, fire district, or educational institution, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- Providing Party means the Jurisdiction providing aid in the event of an Emergency.
- Requesting Party means the Jurisdiction requesting aid in the event of an Emergency.
- Resource Management is a system for identifying available resources at all Jurisdictional levels to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an Incident.
- Resource Personnel means equipment, teams, supplies, and facilities available or potentially available for assignment to Incident operations and for which status is

maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an Incident or at an Emergency operations center.

- Self-deployed means to respond to an Emergency without being requested by the Requesting Party.

4. Guiding Policy.

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), Third Edition, October 2017.

5. Procedures for Requesting Assistance.

- a. A Requesting Party that needs assistance in excess of its own resources due to an Emergency is authorized to request assistance from any Party to this Agreement. However, when making such requests, consideration shall be given to, the geographical proximity of other Jurisdictions with that of the Jurisdiction requesting assistance. All requests for assistance from the State of Arizona must be coordinated through the Coconino County Emergency Operations Center.
- b. Requests should specify what the Emergency is, what resources are needed and the estimated period of time during which such Local Mutual Aid shall be required, if known. Requesting Parties should use the Resource Request form provided in Appendix A.

6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.

Subject to the terms of this Agreement, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such Local Mutual Aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own Jurisdiction. The Providing Party shall be the sole judge of what Local Mutual Aid it has available to furnish to the Requesting Party pursuant to this Agreement.

7. Implementation Plan.

Each Party should develop an emergency operation plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of Local Mutual Aid to provide or receive assistance under this Agreement.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other Parties to this Agreement.

9. Reimbursement Procedures between Parties.

- a. If the Providing Party desires reimbursement for the assistance they are providing, then the Requesting Party shall reimburse the Providing Party for all costs incurred in

the mutual assistance, whether an Incident has been declared an Emergency or not. The Providing Party must declare its intent to seek reimbursement as part of its response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting Party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the Parties involved, the Parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, then the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

- b. If there has been a declaration of Emergency from the Governor of the State of Arizona, Mayor of the City of Flagstaff, Chair of the Coconino County Board of Supervisors, and/or President of the United States, then the Requesting Party may be eligible for reimbursement for these Local Mutual Aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State of Arizona.

- a. If the Governor of the State of Arizona, Mayor of the City of Flagstaff, Chair of the Coconino County Board of Supervisors, and/or President of the United States have declared an Emergency, then the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the Local Mutual Aid resources reimbursed to any Providing Parties under this Agreement, for submittal to the state for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and Political Subdivisions are eligible to receive reimbursement under a Governor's Declaration.
- b. The Parties acknowledge that the State of Arizona is not liable for any claim arising from an Emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312). Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The Parties shall have such immunity as provided by applicable state or federal law.

13. Indemnification.

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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/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 Agreement is between Governmental entities.

14. Effective Date and Term.

- a. Effective Date. This Agreement will become effective for each Party after approval by its governing body if applicable (the “Effective Date”).
- b. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five years, unless extended or terminated by action of the Parties.

15. Termination and Renewal.

- a. Termination. Any Party may withdraw from this Agreement without cause upon thirty (30) days written notice to the other Parties.
- b. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the Parties. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals.

16. ADA.

Each Party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

17. Non-Discrimination.

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. Compliance with Laws.

Each Party shall comply with all federal and state laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

19. Workers' Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the Jurisdiction or control of or within the Jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits for the purposes of this Agreement. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

20. 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.

21. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

22. No Third-Party Beneficiaries.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

23. Entire Agreement.

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

24. Jurisdiction.

Nothing in this Agreement shall be construed as otherwise limiting or extending the legal Jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party.

25. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of a Party with respect to the subject matter of this Agreement.

26. Supervision and Control.

Management of an Emergency shall remain with the Jurisdiction in which the Emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with NIMS. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Agreement shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

27. Severability: Effect on Other Agreements.

It is expressly understood that this Agreement shall not supplant existing agreements between any of the Parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

28. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, then the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

29. Responsibility of the Arizona Department of Emergency and Military Affairs.

Nothing within this Agreement limits or restricts the duties and obligations the State of Arizona may have to respond to the Emergency of any Party.

30. Execution Procedure.

Execution of this Agreement shall be as follows:

This Agreement, which will be designated as "EMERGENCY MANAGEMENT MUTUAL AID COMPACT," shall be executed in counterparts by the governing body or authorized signatory, if applicable, of each Party. Upon execution, the counterpart will be filed with the Secretary of State and be provided to the Director. This Agreement will be effective between all Parties who execute this Agreement even if it is not executed by all eligible Jurisdictions.

31. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

32. Record Retention.

Pursuant to A.R.S. §§ 35-214 and 35-215, as applicable, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by any Party to the Agreement and the Auditor General of the State of Arizona at reasonable times.

[Signatures on Following Pages]

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Name: Rita Hartung Cheng
Title: President
Date: _____

**REPRESENTING ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY:**

The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____
Name: Michelle G. Parker
Title: General Counsel
Date: _____

CITY OF FLAGSTAFF

Name: Paul Deasy

Title: Mayor

Date: _____

REPRESENTING CITY OF FLAGSTAFF:

The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____

Name: Sterling Soloman

Title: City Attorney

Date: _____

COCONINO COUNTY

Name:

Title: Chair, Board of Supervisors

Date: _____

REPRESENTING COCONINO COUNTY:

The undersigned counsel for the Coconino County has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____

Name: _____

Title: _____

Date: _____

COCONINO COMMUNITY COLLEGE

Name:
Title: President
Date: _____

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

The undersigned counsel for the Coconino County Community College District has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____
Name: _____
Title: _____
Date: _____

FLAGSTAFF UNIFIED SCHOOL DISTRICT

Name:
Title: Superintendent
Date: _____

REPRESENTING FLAGSTAFF UNIFIED SCHOOL DISTRICT:

The undersigned counsel for the Flagstaff Unified School District has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____
Name: _____
Title: _____
Date: _____

MOUNTAIN LINE

Name: Heather Dalmolin
Title: CEO and General Manager
Date: _____

REPRESENTING MOUNTAIN LINE:

The undersigned counsel for NAIPTA has reviewed the Agreement and determined that the Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

Signature: _____
Name: _____
Title: _____
Date: _____