

**GROUND AMBULANCE MUTUAL AID AGREEMENT
BETWEEN GOODYEAR FIRE AND SURPRISE FIRE-MEDICAL DEPARTMENT**

This agreement ("Agreement") is made and entered into effective on the ___th day of _____ ("Effective Date"), between Goodyear Fire, an agency of Goodyear, Arizona, a municipal corporation ("Goodyear") and Surprise Fire-Medical Department, an agency of Surprise, Arizona, a municipal corporation ("Surprise") both herein at times referred to collectively as "Agencies" or individually as "Agency" for the purpose of this Mutual Aid Agreement.

WHEREAS, Goodyear and Surprise recognize the necessity to cooperate and work together to provide for mutual aid and contingency assistance at certain times when either Agency requests such mutual aid for ground ambulance transport or assistance;

WHEREAS, both Goodyear and Surprise are signers of the Revised 2022 Intergovernmental Agreement for The Regional Metropolitan Phoenix Fire Service Automatic Aid (the "IGA");

WHEREAS, Article 5.2 of the IGA allows for entering into future agreements, or agreements to participate in more specific contracts for services, mutual assistance or automatic response(s); and

WHEREAS, State of Arizona Administrative Code Regulation R9-25-907. Observance of Service Area; Exceptions (A.R.S. §36-2232), identifies the need for a backup plan for mutual assistance.

NOW, THEREFORE, IT IS AGREED BY THE AGENCIES THAT HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1. Mutual Aid and Contingency Agreement

The Agencies mutually agree to provide mutual aid ground ambulance service and contingency service to each other when resources are available to do so.

SECTION 2. Authority to Respond to Provide Assistance

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Phoenix Fire Regional Dispatch Center.

SECTION 3. Requesting Assistance

Either Agency may request assistance from the other Agency when it concludes that such assistance is essential to protect life or when either Agency is unable to provide adequate service levels to meet response requirements during periods of unusual system overload.

SECTION 4. Responses to Request

Upon request, the mutual aid responding Agency, upon determination that an emergency or contingency exists and subject in each instance to the availability of human and equipment resources as described in Section 5. below, shall dispatch EMS personnel and equipment to aid the requesting Agency.

SECTION 5. Personnel and Equipment Provided

The requesting Agency shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel, equipment and supplies are needed. The final decision on the amount and type of equipment to be sent shall be solely that of the responding Agency. The responding Agency shall be immune from any liability in connection with all acts associated with the response provided. Neither Agency shall make any claim whatsoever against the other Agency for refusal to send the requested personnel or equipment (including refusal to deploy any resources).

SECTION 6. Command and Control at the Emergency Scene

Both Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs), as defined in the IGA, and will implement them on all incidents involving mutual aid or contingency responses. The responding Agency's personnel and equipment shall report to the incident commander. In the event no requesting Agency incident commander is on scene, then the responding Agency shall assume that command and follow their established SOP's.

SECTION 7. Record Keeping

Each Agency shall maintain individual patient care reports and dispatch records.

SECTION 8. No Reimbursement for Costs

Neither Agency shall be required to reimburse the other for the cost of providing the services set forth in this Agreement for mutual aid services. Each Agency shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding to requests for mutual aid or contingency response.

SECTION 9. Fees for Ambulance Service

Agencies providing ambulance transport or other services normally billed for will be entitled to recover from citizens their normal fees for service and are responsible for their own billing, insurance filing and collection activities.

SECTION 10. Liability

Each responding Agency hereby waives all claims against each requesting Agency for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of mutual aid under this Agreement. The responding Agency assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing mutual aid under this Agreement. The preceding sentence notwithstanding, the parties acknowledge that as public institutions, any indemnification or hold harmless provision shall be limited as required by State law, including without limitation [Article 9, Sections 5](#) and [7](#) of the Arizona Constitution, and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

SECTION 11. Insurance

Each Agency shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage.

SECTION 12. Term of Agreement; Termination

This Agreement shall be in full force and effect upon execution by both Agencies. This Agreement shall automatically renew annually on the Effective Date, unless cancelled by either Agency by giving thirty (30) days written notice to the other Agency conforming with Section 14 below. This Agreement may be amended only by written agreement of both Agencies. As there is no contemplated acquisition of property for shared use by the Agencies, all property purchased by an Agency deployed under this Agreement, if not in possession of that Agency at the time, will be returned to that Agency upon termination of this Agreement.

SECTION 13. Attorney Confirmation

By their signatures below, the attorneys for each Agency have confirmed that this Agreement contains all statutorily required provisions and is in proper form, and that the person executing this Agreement for its client Agency is legally permitted to perform the duties and actions required or appropriately done by this Agreement.

SECTION 14. Miscellaneous

- A. Each Agency shall comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Agencies will 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 their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their 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.
- B. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows: If to Surprise, to 14250 W. Statler Plz. Suite 101, Surprise, Arizona 85374 (Phone (623) 222-5000); and if to Goodyear Fire Department, to 14455 W. Van Buren Street, Suite 102 Goodyear, AZ 85338 (Phone (623) 932-2300). Notice shall be faxed to the other Agency(ies) promptly upon a Agency's changing its address for that Agency's notice.

IN WITNESS THEREOF, the following have duly executed this Agreement:

Goodyear Fire Department

Surprise Fire-Medical Department

By: _____
Paul Luizzi
Fire Chief

By: _____
Brenden Espie
Fire Chief

By: _____

By: _____

Wynette Reed, City Manager

[City Manager/Deputy]

Approved:

GOODYEAR CITY ATTORNEY
Roric Massey

SURPRISE CITY ATTORNEY

By: _____

By: _____

Attest:

By: _____

Jasmine Pernicano, Acting City Clerk