

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BISBEE AND PALOMINAS FIRE DISTRICT
AUTOMATIC AID FOR FIRE PROTECTION
AND OTHER EMERGENCY SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Bisbee Fire ("Bisbee"), an Arizona fire department, and Palominas Fire District ("PALOMINAS"), an Arizona fire district.

RECITALS

- A. BISBEE and PALOMINAS are empowered pursuant to A.R.S. §48-805 and A.R.S. §11-951 *et seq.* to enter into this Agreement for purposes of carrying out their mutual responsibilities.
- B. BISBEE and PALOMINAS are each familiar with the others equipment, apparatus, stations, staffing and operations.
- C. BISBEE and PALOMINAS each wish to cooperate with the other in order to more effectively and economically provide automatic aid, in their respective service areas consistent with the terms and conditions set forth herein.
- D. BISBEE and PALOMINAS each wish to improve the nature and coordination of emergency assistance to incidents that threaten loss of life and property with their respective jurisdictional boundaries.
- E. BISBEE and PALOMINAS each have determined that it is in the best interest of their respective district to enter into this agreement to provide for automatic response to fires, emergency medical services and other types of emergency calls.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term and Duration. This Agreement shall remain in full force and effect from the date approved by the governing board of the party that approves it last for an initial period of one year. This Agreement shall automatically renew for successive one year terms unless sooner terminated.
- 3. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice provided to the other Party and the Dispatch Center.

4. Purpose. The purpose of this Agreement is to provide for automatic aid between BISBEE and PALOMINAS. Automatic Aid includes response to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by each party. Automatic aid under this Agreement is deemed reciprocal.

5. Dispatch. The parties agree to be dispatched by City of Bisbee Dispatch/Sierra Vista (the "Dispatch Center"). The Parties will review, update and implement mutually agreeable dispatch protocols with the Dispatch Centers for the purpose of dispatching the closest available appropriate unit or units to respond without regard to jurisdictional district boundaries.

6. Response Procedures. Procedures and protocols, including but not limited to emergency response, training, health and safety, and communications, are set forth in the attached Memorandum of Understanding. Under the direction of and upon agreement between Palominas' Fire Chief and Bisbee's City Manager or his designee, the Parties shall cooperatively update these procedures and protocols. The parties shall maintain a combined incident reporting system and share data and reports as reasonably required by each party. Each party shall track automatic aid assistance through a combined incident reporting system. During working first alarm assignments or other major emergency events, each party will use reasonable efforts to backfill their respective reserve units. Individual station response areas that involve an automatic aid unit, shall have the approval from the fire chief of each party before any changes to the response area is conducted.

7. Severability. If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

8. Notices. Written notice shall be given at the following addresses unless otherwise updated in writing:

Bisbee Fire District
Attn: Fire Chief
192 State Hwy 92
Bisbee, Arizona 85603

Palominas Fire District
Attn: Fire Chief
10202 State Hwy 92
Hereford, Arizona 85615

9. Cancellation for Conflict. Either Party may cancel this agreement pursuant to the requirements of A.R.S. § 38-511.

10. Insurance. Each Party shall maintain, during the life of this Agreement, a policy of liability insurance naming the other Party as an additional insured Party in the amount of \$1,000,000.00 per occurrence with aggregate liability coverage of \$2,000,000.00.

11. Indemnification. Each Party hereby agrees to hold harmless and indemnify the other Party, including that Party's officers, agents, employees or volunteers for that portion of all costs, damages and liability incurred as a result of the negligent act or omission of an employee

or agent of the indemnifying Party, or in the case of activity in which the law applies a gross negligent standard, any cost, damage or liability incurred as a result of the gross negligence of the employee or agent of the indemnifying Party. The obligation to indemnify survives termination of this Agreement.

12. Worker's Compensation Coverage. All employees of a Party to this Agreement, who work under the jurisdiction or control of, or who work within the jurisdictional boundaries of another Party pursuant to this particular intergovernmental agreement, shall be deemed to be an employee of the Party who is his or her primary employer, as provided in A.R.S. § 23-1022(D), and the primary employer/Party of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

13. Non-Discrimination. Each Party shall comply with all applicable Federal and State statutes, regulation and ordinances. Each Party shall comply with all legal requirements relating to civil rights, non-discrimination and employment.

14. Miscellaneous.

A. This Agreement supersedes all previous Intergovernmental Agreements between BISBEE and PALOMINAS relating to Mutual Aid.

B. This instrument contains the entire agreement between the parties hereto with respect to the subject matter contained in it and supersedes all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by all of the parties, except as stated in section 6 allowing the Chief of Palominas and the Bisbee City Manager (or his designee) to modify, amend or supplement any MOU as it pertains to section 6 above.

C. The parties each warrant and represent that it has within its respective budgets, sufficient funds discharge the obligations assumed under this Agreement. If for any reason, either Party does not appropriate sufficient funds for the purpose of maintaining this Agreement, any obligation for indemnification arising under this Agreement shall survive termination of the Agreement for lack of funding.

D. Nothing in this Agreement shall be construed as limiting or extending legal jurisdiction of the other Party. Nothing in this Agreement is intended to confer any right or remedy to any person or entity not a Party to this Agreement.

E. Each Party has approved this Agreement by official act of its governing body. It has authorized execution of this Agreement and all acts are necessary or reasonably required to carry out its purposes.

15. Binding Effect. Neither Party may assign its rights or obligations under this Agreement without the express written permission of the other Party as that Party may determine in its sole discretion. This Agreement shall be binding upon the parties and any successor in interest. No provision herein is intended to create a third beneficiary interest in any person or entity, including but not limited to the respective employees or agents by either Party.

16. Jurisdiction and Venue. This Agreement shall be governed by Arizona law and venue shall be in the Superior Court of Cochise County, Arizona.

17. Consent and Waiver of Conflict. The Parties acknowledge that the undersigned counsel represents each Party from time to time and that the Parties each gave consent and requested the undersigned counsel to determine that this Agreement is in proper form pursuant to A.R.S. §11-952 and is within their powers and authority.

IN WITNESS WHEREOF, the parties enter into this agreement on the date set forth below.

BISBEE FIRE DEPARTMENT

PALOMINAS FIRE DISTRICT

Paul Cecil 05-21-15
Mayor of Bisbee Date

R. Martinez 6/1/15
Chairman/Fire Board Date

Ashley Corbett 5-21-15
City of Bisbee Clerk Date

Jimmy G. [unclear] 1 June 2015
Clerk/Fire Board Date

Undersigned counsel, who has determined that the agreement is in proper form pursuant to A.R.S. 11-952 and within the powers and authority granted under the laws of this state, has reviewed the foregoing agreement.

By Britt Hanson May 21, 2015
(City of Bisbee Attorney) Date

By Donna [unclear] 6-3-15
(Palominas District Attorney) Date