

AUTOMATIC AID AGREEMENT

FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between Round Valley Fire and Medical Department and Greer Fire District (hereinafter known as Automatic Aid System Participants) through their duly authorized Mayor, City Manager, or Board Director, to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and;

WHEREAS, the Automatic Aid System has been in existence to provide the highest level of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation, and;

WHEREAS, the participating cities, towns, and fire districts of the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities, and;

WHEREAS, the Automatic Aid System Participants are committed to demonstrating public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participant(s), and ;

WHEREAS, it is the desire of the Automatic Aid System Participants joining in this agreement 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; and

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel.

WHEREAS, it is the desire of these municipalities and governmental jurisdictions to initiate and/or renew an "Automatic Aid Agreement" for fire department services.

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes.
2. That the Automatic Aid System Participants executing this agreement agree to dispatch their respective assigned fire department units on an automatic basis.
3. It is agreed that the scope of this agreement includes automatic assistance in responding to structure fires, hazardous materials incidents, and rescue and extrication situations that are within the standard scope of services provided by fire departments in the Automatic Aid System.

4. If at any time while this Automatic Aid Agreement is in effect, a party to the Automatic Aid Agreement closes a fire station, or reduces the level of fire, medical, or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services will give a minimum of one hundred twenty (120) days' notice to all other parties to this Automatic Aid Agreement.
5. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, communications coordination, training, health and safety, fire prevention, public education, fire investigations, and other activities that will enhance the ability of the fire departments to fulfill their missions.
6. Nothing in this agreement shall limit the ability of any or all the parties from agreeing to participate in more specific contracts for services, mutual assistance, or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
7. Each participating municipality or fire district shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees.
8. Participants in this automatic aid agreement do further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement:
 - a. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures.
 - b. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards. Participants shall explore opportunities for joint training.
 - c. To ensure compatibility of equipment, participants shall maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, and communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA standards).
 - d. Participants shall utilize a standardized apparatus numbering system and standard terminology for apparatus and stations.
 - e. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per NFPA and ISO recommendations).
 - f. System participants recognize the importance of service delivery and personnel safety issues. The minimum staffing level for engines and rescues shall be two personnel.
 - g. To ensure safety, all participants agree that their standard operating procedures and command procedures shall match those adopted by the Automatic Aid System participants.
 - h. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander. This includes, but is not limited to, hazardous

materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders.

- i. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid System will be comparable.
9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or any other entity, not a party hereto, and no such person or entity shall have any cause of action hereunder.
10. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from County, State, and Federal agencies.
11. The parties further understand that this agreement supersedes any previous agreement between any of the parties hereto.
12. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and workplace of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.
13. This Automatic Aid Agreement shall commence upon its signing by the approving boards and shall continue in force until terminated by the formal act of the parties to this agreement. If one party wishes to terminate this agreement, one hundred twenty (120) days' notice in writing of the intention to terminate shall be given to all parties involved.
14. No term provision in this agreement is intended to create a partnership, joint venture, or agency arrangement between any of the parties.
15. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
16. The parties to this agreement hereby agree that other departments dispatched by the Apache County Dispatch Center and added to the Automatic Aid Response System may be added to this Automatic Aid Agreement upon approval of their governing body and the filing of its signature page with this agreement.
17. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.
18. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action through voluntary mediation. The parties agree to make use of binding arbitration in all contract disputes pursuant to rules adopted under A.R.S. 12-133. If the parties cannot reach an agreement through mediation or binding arbitration, any legal action shall be initiated in Apache County and this Contract shall be constructed in accordance with Arizona law.

IN WITNESS WHEREOF, this Agreement is executed on the year and date first above written.

SIGNATURE PAGE

JURISDICTION: ROUND VALLEY FIRE & MEDICAL DEPARTMENT

The Round Valley Fire & Medical Department is authorized by the Governing Board of Directors to join with other governmental entities by contract for the exercise of its powers to organize and maintain the fire department and provide for the management of the same.

Authority to enter into this Agreement has been given by the Governing Board of Directors of the Round Valley Fire & Medical Department on _____, _____

Mayor, Steve Erhart

Authority to enter into this Agreement has been given by the Governing Board of Directors of the Greer Fire District on _____, _____

Greer Fire District Board Chairman