

## **RESOLUTION NO. 5217**

### **A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE IMPLEMENTATION OF A FIRE MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES WITH PINAL COUNTY, AND EXECUTION OF THE AGREEMENT BY THE CITY MANAGER AND FIRE CHIEF**

**WHEREAS**, the City of Casa Grande and Pinal County are authorized to enter into this Agreement pursuant to A.R.S. § 11-952; and

**WHEREAS**, an effective emergency response system is dependent upon the efficient sharing of resources through the transfer of authority and responsibility for the receipt, processing, dispatching, and monitoring of emergency calls for assistance, to another participant for a given period of time, by any participant whose capability to provide those functions are affected by an actual or imminent disaster, emergency, or event; and

**WHEREAS**, this agreement is for assisting Pinal County and any other participant who has signed onto this agreement for a county emergency response system that is dependent upon the efficient sharing of resources for staffing or equipping of a Public Safety Answering Point (PSAP), Public Safety Dispatch Point, or Emergency Operations Center affected by an actual or threatened disaster, emergency, incident, or event; and

**WHEREAS**, the participation of personnel in activities that support coordination and integration of all activities necessary to build, sustain, and improve the capability of participants to mitigate against, prepare for, respond to, and recover from emergencies, disasters, acts of terrorism, or any other man-made disasters; and

**WHEREAS**, participants agree to provide systems technical support during activations; meet on a regular basis to develop, review, and revise interagency assistance plans and provisions for this agreement; meet on a regular basis to develop, review, and revise Standard Communication Procedures; meet on a regular basis to develop, review, and revise minimum public safety dispatcher qualification standards; and develop, update, test, and exercise a Continuity Operations Plan on a regular basis; and

**WHEREAS**, it is to the mutual benefit of the Parties that they enter into an agreement for the mutual protection of its citizens and to provide assistance to effectively allocate for emergency services; and

**WHEREAS**, the Parties voluntarily agree to aid and assist each other when appropriate; and

**WHEREAS**, the City of Casa Grande is committed to providing the best possible services to its citizens and as a result the Mayor and Council find that accepting this Fire Mutual Aid Agreement for Emergency Services with Pinal County is in the best interest of the City of Casa Grande,

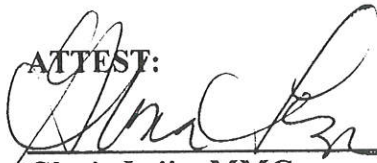
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Casa Grande,

The Mayor and Council of the City of Casa Grande hereby authorize:

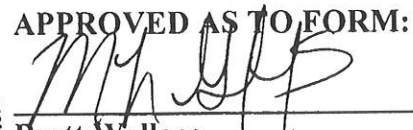
1. Approving the terms and conditions of a Fire Mutual Aid Agreement for Emergency Services between the City of Casa Grande and Pinal County; and
2. Execution by the City Manager and Fire Chief of a Fire Mutual Aid Agreement for Emergency Services (identified in City records as C.G. Contract No. 0320-2).

**PASSED AND ADOPTED** by the Mayor and Council of the City of Casa Grande, Arizona, this **2nd day of March, 2020**.

  
Craig H. McFarland  
Mayor

**ATTEST:**  
  
Gloria Leija, MMC  
City Clerk



**APPROVED AS TO FORM:**  
  
Brett Wallace  
City Attorney

**MUTUAL AID AGREEMENT  
FOR  
EMERGENCY SERVICES**

**RECITALS**

This Agreement is made and entered into by and among the signatory political jurisdictions and Pinal County, Arizona.

**WHEREAS**, an effective emergency response system is dependent upon the efficient sharing of resources; and

**WHEREAS**, the continuous and uninterrupted receipt, processing, dispatching and monitoring of emergency calls for assistance is essential to an effective emergency response system; and

**WHEREAS**, the staffing and equipping of an emergency operation center plays a vital role in emergency and disaster preparedness, response, recovery and mitigation activities; and

**WHEREAS**, no single community has sufficient resources to respond to all emergencies and mutual aid agreements are an essential component of preparedness planning; and

**WHEREAS**, it is desirable that an agreement be executed for the interchange of such mutual aid;

**AGREEMENT**

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between each and all of the signatories hereto as follows:

1. Any participant in this Agreement, upon request, may furnish emergency services or resources. It is specifically agreed that no participant is obligated or required to furnish any service or take any action pursuant to this Agreement. No participant shall present any claim against another participant for compensation for any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the Agreement.
2. This Agreement shall apply to the following circumstances and/or situations:
  - A. The staffing or equipping of a Public Safety Answering Point, Public Safety Dispatch Point, or Emergency Operations Center affected by an actual or threatened disaster, emergency, incident, or event.
  - B. The provision of Public Safety Answering Point or Public Safety Dispatch Point services, in whole or in part, to any participant affected by an actual or threatened disaster, emergency, incident, or event.



- C. The transfer of the authority and responsibility for the receipt, processing, dispatching, and monitoring of emergency calls for assistance, to another participant for a given period of time, by any participant whose capability to provide those functions are affected by an actual or imminent disaster, emergency, or event.
- D. The participation of personnel in activities that support coordinating and integrating all activities necessary to build, sustain, and improve the capability of participants to mitigate against, prepare for, respond to, and recover from emergencies, disasters, acts of terrorism, or other man-made disasters.

3. Any request for aid shall specify the specific resources requested, however, an authorized representative of the responding organization shall determine the specific resources to be furnished.
4. Personnel providing assistance to another agency, at any facility, shall be subject to the orders and operational control of the requesting organization's officer in charge.
5. Personnel and resources shall be released when they are no longer required or when they are recalled by their home agency.
6. Each participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.
7. Participants agree to provide systems technical support during activations of this Agreement.
8. Participants agree to meet on a regular basis to develop, review, and revise interagency assistance plans and the provisions of this Agreement.
9. Participants agree to meet on a regular basis to develop, review, and revise Standard Communication Procedures. Standardized Communication Procedures provide for efficient management of an emergency and for the safety of responders through the use of standard terminology, dispatching, reporting, and support structures.
10. Participants agree to meet on a regular basis to develop, review, and revise minimum public safety dispatcher qualification standards. Standardized qualifications and training ensures the safety of responders and the public.
11. Participants agree to develop, update, test, and exercise a Continuity of Operations plan on a regular basis.
12. This Agreement shall encourage the development of additional cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, operational coordination, and other activities that will enhance the ability of the Public Safety Answering Point, Public Safety Dispatch Point, or the Emergency Operations Center to fulfill their missions.

13. Nothing in this Agreement shall limit the ability of any or all of 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 assistance to another jurisdiction which is not a participant in this Agreement.

14. 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.

15. The term of this Agreement shall be five (5) years. Any one party to this Agreement may terminate their participation in this Agreement by submitting thirty days written notice to all signatories.

16. This Agreement shall be effective on the date it is recorded with the Pinal County Recorder's Office.

17. The parties to this Agreement hereby agree that other agencies may be added to this Agreement upon approval of their governing body and the filing of its signature page with this agreement at the Pinal County Recorder's Office.

18. Any modification of this Agreement shall be by formal written amendment.

19. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

# MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

## SIGNATURE PAGES

### PINAL COUNTY

**IN WITNESS WHEREOF**, the Participating Parties hereto each sign this Mutual Aid Agreement for Emergency Services signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Agreement by formal approval of the jurisdiction's governing body.

\_\_\_\_\_  
(Signing Authority for Pinal County)

\_\_\_\_\_  
Date

 ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date

Date of formal approval by governing body: \_\_\_\_\_


\_\_\_\_\_  
Date

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

  
\_\_\_\_\_  
(Attorney for Pinal County)

6/10/2020  
\_\_\_\_\_  
Date

CITY OF CASA GRANDE, an  
Arizona municipal corporation


  
\_\_\_\_\_  
Larry D. Rains, City Manager

Date: 3/14, 2020

ATTEST:

  
\_\_\_\_\_  
Gloria Leija, City Clerk, MMC

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Brett D. Wallace, City Attorney