

**MOHAVE COUNTY FIRE OFFICERS' ASSOCIATION  
MUTUAL-AID AGREEMENT**

This Agreement entered into this \_\_\_\_\_ by and between the undersigned fire districts, each of which is a special taxing district organized pursuant to Arizona Revised Statutes, Title 48 (ARS §§ 48-261 through 48-271), hereinafter referred to as the "Fire Districts", and the undersigned cities, each of which is an Arizona municipal corporation, hereinafter referred to as the "Cities."

**WHEREAS**, the parties of this Agreement, hereinafter referred collectively as the "Entities or Cooperators" or singularly as the "Entity or Cooperator" are geographically located in the County of Mohave, State of Arizona, or in the Colorado River Areas of Clark County, Nevada, San Bernardino County, California, or Washington County, Utah, having contiguous borders with Mohave County, Arizona; and

**WHEREAS**, the City of Needles, CA/San Bernardino County Fire Department, the Hualapai Nation Emergency Service, and any other entities located outside of the State of Arizona, do hereby attest that they have the authority to enter into this Agreement and comply with the provisions thereof; and

**WHEREAS**, each of the Entities maintains, staffs and equips a fire department for the purpose of providing "All-Hazard" services to include, but not limited to fire suppression, protection, investigation, ambulance transportation where applicable and technical rescue services; and

**WHEREAS**, each of the Entities is responsible for providing "All-Hazard" services to include, but not limited to fire protection and emergency medical services and responding to hazardous materials, technical rescue and investigation incidents within a designated service area; and

**WHEREAS**, ARS § 11-952 "Intergovernmental Agreements and Contracts," authorizes governing bodies to enter into agreements for "joint or cooperative action" in order to "exercise any powers common to them"; and

**WHEREAS**, it is to the mutual advantage and benefit of each of the Entities hereto, to render supplemental fire suppression, prevention and rescue services to each of the other Entities in the event of a fire or other emergency, and to take part in joint training exercises; and

**WHEREAS**, this Agreement has been approved as to form, by the Mohave County Attorney, and by Resolution of the governing bodies of each of the Entities in open meeting,

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**NOW THEREFORE;** be it agreed as follows:

1. In the event of any emergency that cannot, for any reason, be dealt with by that Entity's personnel and equipment, then any one or more of the Cooperators shall make reasonable efforts to furnish to that Entity such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, subject to the limitations hereinafter set forth in this Agreement. In all instances, responding Entity shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the responding Entity's commitments within its own jurisdiction.
2. The nature and extent of aid to be furnished pursuant to the Agreement shall be determined by the Fire Chief or designee of each of the Entities from whom such aid is requested based upon the availability of personnel and equipment being requested. It is further understood that the personnel and equipment being furnished may be recalled at the sole discretion of the Fire Chief of the responding Entity.
3. Personnel who are furnished will work, as far as possible, under their own supervisors and equipment furnished will ordinarily be operated by personnel of the Entity providing the equipment. General directions relative to the work will be given by the appropriate officers or persons of the Entity receiving the aid. The employees of each Entity shall remain under the ultimate control of their primary employer. Each Entity shall remain responsible for its employees' salaries and employee related benefits, discipline, and similar matters and shall be solely responsible for its employees' civil wrongs, and each employee shall be deemed to be performing regular duties for their primary employer while engaged in activities related to this Agreement.
4. The Entity receiving the aid will be responsible for providing supplies and materials for on-site use of the equipment and food for the personnel who are engaged in providing aid thereunder.
5. This Agreement is intended to cover day-to-day mutual aid only and shall be of no effect at times when State or Federal Lands are involved.
6. It is mutually understood and agreed that this Agreement does not relieve any of the Entities hereto from the necessity and obligation of providing adequate fire protection within its own service area and each party hereto agrees that it shall use reasonable

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diligence in keeping its firefighting equipment in its possession up to adequate standards.

7. Except as provided in paragraph four (4) above, no party to this Agreement will be required to pay any compensation to any other party to this Agreement for services rendered thereunder, the mutual advantage and protection afforded by this Agreement being considered adequate compensation to all parties.
  
8. Each Entity shall carry, at its expense, such insurance as it deems necessary, or as required by Statute. Pursuant to ARS § 23-1022 employees of the responding Entity shall be deemed employees of the responding Entity and the requesting Entity for purposes of worker's compensation when working under the jurisdiction, control or within the jurisdictional boundaries of the requesting Entity. The responding Entity shall be deemed the primary employer and shall be solely liable for the payment of worker's compensation benefits. Each Entity shall conspicuously post the notice to employees required by ARS § 23-1022(E).

Except with respect to worker's compensation, each Entity shall be solely responsible for all claims, demands, judgments and expenses for personal injury or property damage arising out of its performance thereunder.

9. To the fullest extent permitted by law, each Entity shall indemnify, defend, and hold harmless the other Entities and each officer, employee or agent thereof, for, from, and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which any such Indemnified Entities may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnifying Entity, its officers, employees, agents, or any tier of subcontractor in connection with this agreement. Notwithstanding the forgoing, nothing herein shall be construed to modify the gross negligence standard or immunity provision of A.R.S. § 48-818. This Indemnifying clause will survive the termination of this agreement.
  
10. Non-discrimination. Each Entity warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Entity shall take

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affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

11. Compliance with laws. Each entity shall comply with all federal, tribal, state and local 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 Agreement shall apply but do not require an amendment.

12. Each Entity understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

To the extent applicable under the provisions of A.R.S. § 41-4401, each Entity and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A) (hereinafter "contractor immigration warranty").

13. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties and no third party or parties shall have the right of action thereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing aid under this agreement by any party hereto, shall be deemed, conclusively, to be for the protection and benefit of all inhabitants and property of such party.

14. Any party to this Agreement may withdraw at any time, upon giving thirty (30) days written notice to each of the other parties hereto, and thereafter, on the 31<sup>st</sup> day after the giving of notice, such withdrawing Entity shall no longer be a party to this Agreement, but this Agreement shall continue in existence as to all Entities except the withdrawing Entity.

15. Notice of withdrawal pursuant to this Agreement shall be given by personal service, or by deposit of the same in the course of transmission in the United States Postal Service, return receipt requested. Notice shall be deemed given as of the date of

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personal service, or as to the date of signature on the return receipt of the United States Postal Service.

- 16. It is not contemplated that any party to this Agreement will contribute equipment or property in furtherance hereof. To the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination any property contributed by a party shall be returned to the respective party.
- 17. This Agreement shall be effective as of the date first written above and shall remain in effect until terminated upon written consent of the Entities, or the withdrawal of the last remaining Entity according to paragraph 14 above. The Parties further agree that the Agreement shall be effective as to any Party signing this Agreement, irrespective as to whether a single copy is signed by all Parties, or executed in counterparts. The Parties further agree that a copy shall have the same effect as an originally executed document.
- 18. This Agreement may be amended, in whole or in part, only by written agreement of all Entities.
- 19. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected.
- 20. This Agreement is subject to cancellation under A.R.S. § 38-511.
- 21. Upon execution of this Agreement, the Entities mutually agree to voluntarily terminate the 1999 Mohave County Fire Officers' Association Mutual Aid Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

BEAVER DAM/LITTLEFIELD FIRE DISTRICT

By: \_\_\_\_\_

Jeff Hunt, Fire Chief Date: \_\_\_\_\_

BULLHEAD CITY FIRE DISTRICT

By: \_\_\_\_\_

Rick Southey, Fire Chief Date: \_\_\_\_\_

CITY OF KINGMAN FIRE DEPARTMENT

By: \_\_\_\_\_

Jake Rhoades, Fire Chief Date: \_\_\_\_\_

CITY OF NEEDLES, CA/SAN BERNARDINO  
COUNTY FIRE DEPARTMENT

By: \_\_\_\_\_

Mark Hartwig, Fire Chief Date: \_\_\_\_\_

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**COLORADO CITY FIRE DISTRICT**

By: \_\_\_\_\_

Kevin Barlow, Fire Chief    Date: \_\_\_\_\_

**DESERT HILLS FIRE DISTRICT**

By: \_\_\_\_\_

Pat Dennen, Fire Chief    Date: \_\_\_\_\_

**FORT MOHAVE MESA FIRE DISTRICT**

By: \_\_\_\_\_

Bret Scholz, Interim Fire Chief    Date: \_\_\_\_\_

**GOLDEN SHORES FIRE DISTRICT**

By: \_\_\_\_\_

Chad Villamor, Fire Chief    Date: \_\_\_\_\_

**GOLDEN VALLEY FIRE DISTRICT**

By: \_\_\_\_\_

Jack Yeager, Fire Chief    Date: \_\_\_\_\_

**LAKE HAVASU CITY, FIRE DEPARTMENT**

By: \_\_\_\_\_

Brian Davis, Fire Chief    Date: \_\_\_\_\_

**LAKE MOHAVE RANCHOS FIRE DISTRICT**

By: \_\_\_\_\_

Tony DeMaio, Fire Chief    Date: \_\_\_\_\_

**MOHAVE VALLEY FIRE DISTRICT**

By: \_\_\_\_\_

Ted Martin, Fire Chief    Date: \_\_\_\_\_

**NORTHERN CONSOLIDATED FIRE DISTRICT #1**

By: \_\_\_\_\_

Wayne Eder, Interim Fire Chief    Date: \_\_\_\_\_

**OATMAN FIRE DISTRICT**

By: \_\_\_\_\_

Richard Leivas Jr, Fire Chief    Date: \_\_\_\_\_

**PINE LAKE FIRE DISTRICT**

By: \_\_\_\_\_

Greg LaFlamme, Fire Chief    Date: \_\_\_\_\_

**PINION PINES FIRE DISTRICT**

By: \_\_\_\_\_

Joe Jackson, Fire Chief    Date: \_\_\_\_\_

**YUCCA FIRE DISTRICT**

By: \_\_\_\_\_

Kathy Jenkins, Fire Chief    Date: \_\_\_\_\_

**HUALAPAI NATION EMERGENCY SERVICE**

By: \_\_\_\_\_

Duane Clarke, Director of Emergency Service