

ATTACHMENT THREE

MUTUAL AID AGREEMENT

IT IS ANTICIPATED THAT THE INITIAL PARTIES TO THIS AGREEMENT WILL BE MARICOPA COUNTY; THE CITIES OF EL MIRAGE, GLENDALE, GOODYEAR, LITCHFIELD PARK, PEORIA, PHOENIX, SCOTTSDALE, TEMPE, AND TOLLESON; AND THE TOWNS OF BUCKEYE, CAREFREE, CAVE CREEK, GILA BEND, GILBERT, AND WICKENBURG. OTHER GOVERNMENTAL ENTITIES MAY BECOME PARTIES TO THIS AGREEMENT BY AGREEING TO ITS TERMS AND EXECUTING IT AS PROVIDED HEREIN.

WHEREAS; THE PARTIES HAVE AN INTEREST IN PROVIDING DISASTER RESPONSE, RELIEF AND RECOVERY CAPABILITIES TO THEIR JURISDICTIONS IN ORDER TO MANAGE THE EFFECTS OF FIRES, FLOODS, EXPLOSIONS, EARTHQUAKES, WINDSTORMS, AND OTHER NATURAL AND/OR TECHNOLOGICAL HAZARDS WHICH MAY CONFRONT THE PARTIES AND;

WHEREAS; EACH OF THE PARTIES OWN AND MAINTAIN EQUIPMENT AND EMPLOY TRAINED BUILDING DEPARTMENT PERSONNEL WHO ARE CAPABLE OF ASSESSING AND EVALUATING THE EXTENT OF DAMAGE TO BUILDINGS CAUSED BY THESE HAZARDS AND;

WHEREAS; ONE OR MORE PARTIES TO THIS AGREEMENT MAY FIND IT NECESSARY TO UTILIZE ALL OF THEIR OWN RESOURCES TO COPE WITH AN EMERGENCY OR DISASTER CAUSED BY NATURAL AND/OR TECHNOLOGICAL HAZARDS, AND MAY REQUIRE THE ASSISTANCE OF ANOTHER PARTY OR PARTIES TO PROVIDE SUPPLEMENTAL EQUIPMENT OR PERSONNEL AND;

WHEREAS; EACH OF THE PARTIES MAY HAVE THE NECESSARY EQUIPMENT AND PERSONNEL TO ENABLE IT TO PROVIDE SUCH SERVICES TO ANOTHER IN ACCORDANCE WITH THIS AGREEMENT IN THE EVENT OF SUCH AN EMERGENCY OR DISASTER AND;

WHEREAS; IT IS DESIRABLE THAT EACH OF THE PARTIES SHOULD VOLUNTARILY AID AND ASSIST EACH OTHER, AS NEEDED, IN THE EVENT THAT AN EMERGENCY OR DISASTER SHOULD OCCUR AND;

WHEREAS; THE GEOGRAPHICAL LOCATIONS OF EACH PARTY ARE LOCATED IN SUCH A MANNER AS TO ENABLE EACH PARTY TO RENDER MUTUAL ASSISTANCE TO EACH OTHER;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN EACH AND ALL OF THE PARTIES HERETO AS FOLLOWS:

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1. EFFECTIVE DATE:

THIS AGREEMENT BECOMES EFFECTIVE AS TO EACH PARTY WHEN APPROVED BY THE PARTY AND RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, AND IT SHALL REMAIN EFFECTIVE AS BETWEEN EACH AND EVERY PARTY THAT HAS HERETOFORE APPROVED THIS AGREEMENT, UNTIL PARTICIPATION IN THIS AGREEMENT IS TERMINATED BY THE PARTY AS PROVIDED HEREIN.

2. REQUEST FOR ASSISTANCE:

THE BUILDING OFFICIAL OR ANY BUILDING DEPARTMENT OF ANY PARTY TO THIS AGREEMENT, OR HIS OR HER AGENT, IS AUTHORIZED TO REQUEST ASSISTANCE FROM ANY PARTY OR PARTIES TO THIS AGREEMENT IF CONFRONTED WITH AN EMERGENCY OR DISASTER SITUATION, DURING WHICH THE REQUESTING PARTY HAS NEED FOR EQUIPMENT AND/OR PERSONNEL IN EXCESS OF ITS OWN RESOURCES. REQUESTS SHOULD SPECIFY WHAT RESOURCES ARE NEEDED AND THE ESTIMATED PERIOD OF TIME MUTUAL AID SHALL BE REQUIRED.

WHEN REQUESTING ASSISTANCE FROM OTHER PARTIES, CONSIDERATION SHALL BE GIVEN TO, AND PREFERENCES MADE BASED UPON THE GEOGRAPHICAL PROXIMITY OF OTHER JURISDICTIONS WITH THAT OF THE JURISDICTION REQUIRING ASSISTANCE.

3. RESPONSE TO REQUEST:

SUBJECT TO THE TERMS OF THIS AGREEMENT, THE RESPONDING AGENCY SHOULD MAKE EVERY REASONABLE EFFORT TO BRING WHATEVER EQUIPMENT IS NECESSARY TO COMPLETE THE WORK IN THE REQUESTING JURISDICTION.

IN ALL INSTANCES, THE RESPONDING AGENCY SHALL RENDER SUCH EQUIPMENT AND/OR PERSONNEL AS IT CAN PROVIDE CONSISTENT WITH ITS OWN SERVICE NEEDS AT THE TIME, TAKING INTO CONSIDERATION THE RESPONDING AGENCY'S EXISTING COMMITMENTS WITHIN ITS OWN SERVICE AREA. THE RESPONDING AGENCY SHALL BE THE SOLE JUDGE OF WHAT RESOURCES OR PERSONNEL IT HAS AVAILABLE TO FURNISH PURSUANT TO THIS AGREEMENT.

BUILDING INSPECTORS FURNISHED TO REQUESTING AGENCIES UNDER THE TERMS OF THIS AGREEMENT MUST BE, AS A MINIMUM, CERTIFIED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO), THE BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA), OR THE SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL (SBCCI).

4. COMMAND:

THE RESPONSIBLE LOCAL OFFICIAL IN WHOSE JURISDICTION AN EMERGENCY OR DISASTER REQUIRING MUTUAL AID HAS OCCURRED SHALL REMAIN IN CHARGE AT SUCH INCIDENT, INCLUDING THE DIRECTION OF ALL PERSONNEL AND EQUIPMENT PROVIDED THROUGH THE OPERATION OF THIS MUTUAL AID AGREEMENT.

5. COMPENSATION, INSURANCE, AND WORKERS COMPENSATION:

THE MUTUAL AID EXTENDED UNDER THIS AGREEMENT, AND ANY OPERATIONAL PLANS ADOPTED PURSUANT TO IT, SHALL BE WITHOUT REIMBURSEMENT FOR PERSONNEL OR SUPPLIES UNLESS OTHERWISE EXPRESSLY PROVIDED FOR BY THE PARTIES TO THIS AGREEMENT.

BOTH THE AGENCY REQUESTING ASSISTANCE AND THE RESPONDING AGENCIES SHALL BE RESPONSIBLE FOR ALL COMPENSATION AND INSURANCE COVERAGE OF THEIR RESPECTIVE EMPLOYEES AND EQUIPMENT.

EACH PARTY SHALL BE RESPONSIBLE FOR ANY INJURIES WHICH MAY OCCUR TO THEIR OWN PERSONNEL DURING THE COURSE OF RENDERING MUTUAL AID PURSUANT TO THIS AGREEMENT. IN ACCORDANCE WITH A.R.S. SECTION 23-1022, EACH PARTY SHALL BE DEEMED THE PRIMARY EMPLOYER AND SHALL HAVE SOLE RESPONSIBILITY FOR THE PAYMENT OF WORKERS COMPENSATION BENEFITS TO THEIR RESPECTIVE EMPLOYEES. EACH PARTY SHALL COMPLY WITH THE NOTICE PROVISIONS OF A.R.S. SECTION 23-1022 (E).

IT IS EXPRESSLY UNDERSTOOD THAT THIS AGREEMENT AND OPERATIONAL PLANS PURSUANT TO IT SHALL NOT SUPPLANT EXISTING AGREEMENTS BETWEEN SOME OF THE PARTIES WHICH DO PROVIDE FOR THE EXCHANGE OR FURNISHING OF CERTAIN TYPES OF SERVICES ON A COMPENSATED BASIS.

6. LIABILITY:

EACH PARTY TO THIS AGREEMENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALL OTHER PUBLIC ENTITIES, THEIR EMPLOYEES, OFFICERS, AND AGENTS FROM ALL CLAIMS, DAMAGES, PROCEEDINGS, DEMANDS, LIABILITIES, EXPENSES OR LAWSUITS RESULTING FROM THE ACTS OR OMISSIONS OF ANY EMPLOYEE, AGENT, OFFICER OR OFFICIAL OF THE INDEMNITOR OR ANYONE FOR WHOSE ACTS THE INDEMNITOR MAY BE LIABLE.

7. PERSONNEL ACCOMMODATIONS:

WHEN WARRANTED BY GEOGRAPHICAL LOCATIONS OF THE PARTIES INVOLVED, THE PARTY RECEIVING AID SHALL TO THE BEST OF ITS ABILITY PROVIDE ACCOMMODATIONS FOR FOOD AND LODGING TO PERSONNEL PROVIDING ASSISTANCE.

8. RETURN OF RESOURCES:

ALL EQUIPMENT AND PERSONNEL USED UNDER THE TERMS OF THIS AGREEMENT SHALL BE RETURNED TO THE LENDING PARTY UPON BEING RELEASED BY THE REQUESTING PARTY OR ON DEMAND BEING MADE BY THE LENDING PARTY FOR THE RETURN OF SAID EQUIPMENT OR PERSONNEL.

9. AGREEMENT NOT EXCLUSIVE:

THIS AGREEMENT IS NOT INTENDED TO BE EXCLUSIVE BETWEEN THE PARTIES HERETO. ANY OF THE PARTIES HERETO MAY ENTER INTO SEPARATE MUTUAL AID AGREEMENTS WITH ANY OTHER PARTY OR PARTIES. ENTRY INTO SUCH SEPARATE AGREEMENT SHALL NOT, UNLESS SPECIFICALLY STATED THEREIN, AFFECT ANY RELATIONSHIP OR COVENANT HEREIN CONTAINED.

10. TERMINATION:

TERMINATION OF PARTICIPATION IN THIS AGREEMENT MAY BE EFFECTED BY ANY PARTY AS FOLLOWS:

WRITTEN NOTICE SHALL BE SERVED BY ANY PARTY HERETO UPON ALL OTHER PARTIES OF ITS INTENTION TO TERMINATE THIS AGREEMENT. SUCH NOTICE SHALL BE SERVED NO LESS THAN THIRTY (30) DAYS PRIOR TO THE TERMINATION DATE SET THEREIN, AND A COPY SHALL BE FORWARDED TO EACH PARTY SIGNATORY HERETO.

TERMINATION OF THE AGREEMENT BETWEEN THE PARTIES AFFECTED BY SUCH NOTIFICATION SHALL NOT AFFECT THE CONTINUATION OF THE AGREEMENT AS TO ANY PARTY HERETO NOT INDICATING INTENTION TO WITHDRAW AS PROVIDED HEREIN. TERMINATION OF THE RELATIONSHIP EFFECTED BY THIS AGREEMENT SHALL NOT PRECLUDE FUTURE AGREEMENTS FOR MUTUAL AID BETWEEN THE PARTIES TERMINATED.

THE TERM OF THIS AGREEMENT SHALL BE FROM THE DATE OF ITS EXECUTION UNTIL JUNE 30, 2005, UNLESS SOONER TERMINATED AS PROVIDE HEREIN.

11. CANCELLATION:

THE PARTIES TO THIS AGREEMENT UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO CANCELLATION BY ANY PARTY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES, SECTION 38-511.

12. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, AND EACH COUNTERPART EXECUTED BY ANY OF THE UNDERSIGNED, TOGETHER WITH ALL OTHER COUNTERPARTS SO EXECUTED, SHALL CONSTITUTE A SINGLE INSTRUMENT AND AGREEMENT OF THE UNDERSIGNED.

DATED THIS ____ DAY OF _____, 19__.

CITY OF SCOTTSDALE
A Municipal Corporation

ATTEST:

Herbert R. Drinkwater
Mayor

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ATTACHMENT THREE

Sonia Robertson
City Clerk

REVIEWED BY:

Rocky Armfield
Risk Management Director

Marc H. Eisen
Emergency Management Director

ATTORNEY'S CERTIFICATION

The undersigned attorney for the City of Scottsdale certifies that he has reviewed this Agreement and finds that it is in proper form and within the power and authority granted to the City of Scottsdale under the laws of the State of Arizona.

Fredda J. Bissman
City Attorney

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