



**MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF SCOTTSDALE AND
THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY**

THIS AGREEMENT made and entered into this ___ day of _____, 2005, by and between the City of Scottsdale, an Arizona municipality (hereinafter, the "City"), and the Salt River Pima-Maricopa Indian Community (hereinafter, the "SRP-MIC").

RECITALS

WHEREAS, SRP-MIC has authority, inherently and under its Constitution, to enter into intergovernmental agreements to provide for and protect the public health and welfare; and

WHEREAS, the City has the authority, pursuant to the Scottsdale Revised Code and Arizona Revised Statutes (A.R.S.) §11-952 to enter into intergovernmental agreements to provide for and protect the public health and welfare; and

WHEREAS, it is the desire of the City and SRP-MIC to continue to improve the nature and coordination of emergency services provided in response to incidents that threaten the loss of life or property within the geographical boundaries of the respective jurisdictions of the City and SRP-MIC; and

WHEREAS, the Mutual Aid Agreement contemplated herein includes the determination of the proper use of the existing resources available to each of the Parties hereto with respect to providing emergency services and utilizing existing emergency equipment and personnel of each of the Parties hereto; and

WHEREAS, it is the determination of SRP-MIC and the City that the decision to enter into the Mutual Aid Agreement contemplated herein is consistent with the fundamental governmental policies of both parties hereto; and

WHEREAS, while the decision to provide such mutual aid is discretionary in nature, such Mutual Aid Agreement is in the best interests of the respective citizens of the City and SRP-MIC:

WITNESSETH:

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements contained herein, it is hereby agreed as follows:

1. **Scope of Emergency Services:** It is agreed that the scope of this Mutual Aid Agreement (hereinafter, the "Agreement") includes assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extraction situations and other types of emergency incidents that are within the standard scope of services provided by fire departments, excluding therefore, ambulance services. Any additional services to be provided under this Agreement shall be included in a written amendment executed by the Parties hereto and shall specifically describe such additional services to be included.



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2. **Establishment of Emergency Procedures:** The Parties hereto, for the purposes of responses to emergencies in their respective jurisdictions, shall establish certain formal operating procedures, to be mutually agreed upon in writing by the Parties, which shall be followed by each in requesting, dispatching and redeploying emergency units to an incident, and in the actions to be taken by each at the scene of an emergency incident. All emergency aid actions shall be in response to requests for assistance made pursuant to such operating procedures.
3. **Fire Department Responsible for Emergency Scene:** The Fire Chief of the party receiving a request for assistance shall have the sole responsibility for determining, pursuant to the policies and circumstances then existing in said party's jurisdiction, the level and amount of emergency equipment and personnel to be sent to any given emergency scene in the requesting party's jurisdiction. Neither party is in any way liable to the other, or to any individual person, firm or corporation, for any reasonable determination to supply, limit the amount of assistance to be supplied, or not to supply emergency equipment or personnel to the scene of any given emergency.
4. **Fire Chief in Control at Emergency Scene:** The assisting Fire Department units from the jurisdiction of the party receiving a request for assistance shall operate under the direction and control of the Fire Chief or other authorized person in command of the emergency scene for the jurisdiction requesting assistance until such time as a unified command made up of representatives of each party is established. The operating procedures referenced in Paragraph 1, herein, shall provide for emergency incident command and control, communications, safety and such other aspects of emergency operations as are necessary to provide for the health and safety of the public and emergency response personnel.
5. **Drills and Exercises:** The Parties hereto agree to participate in multi-jurisdictional drills and exercises, training programs, pre-incident planning, post-incident critiques and other activities intended to enhance safe and effective emergency operations when departmental schedules make them practical and feasible.
6. **Other Agreements:** Nothing contained herein shall prohibit either party hereto from agreeing to participate in other specific contracts for emergency services, additional mutual aid or automatic response agreements, nor providing mutual emergency assistance to other jurisdictions which are not parties to this Mutual Aid Agreement.
7. **No Binding Obligation to Provide Assistance:** Except as otherwise provided herein, nothing contained herein shall be construed as creating a binding legal obligation on the part of either party to provide resources, equipment, facilities or personnel, or to provide emergency assistance outside its geographic jurisdiction, either in the instance of an initial request for assistance or any future request for assistance. Unless otherwise specified herein, the refusal of the assisting party to provide such emergency assistance outside its geographical jurisdiction shall create no liability for injury, damage or death to either party hereto or any third party.



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8. **Assisting Party Under Direction of Requesting Party:** Except to the extent a unified command has been established, from the time of arrival at an emergency scene to the time of departure, the party responding to a call for assistance shall be considered for all purposes to be under the direction and control of the party requesting assistance. However, in proceeding and returning from the emergency scene, the party responding to a call for assistance shall be considered to be an independent contractor for all purposes, and not an agent of, or under the direction and control of, the party requesting assistance.
9. **Hold Harmless:** Each party hereto shall indemnify, defend, save and hold harmless the other party from any and all liability, loss and damage caused by the negligent or otherwise wrongful acts and/or omissions of the indemnifying party, except to the extent that such liability, loss and damage is caused by the negligent or otherwise wrongful acts and/or omissions of the indemnified party, or to the extent the indemnified party, absent this clause, would have legal responsibility for such liability, loss and damage. For purposes of this paragraph, "loss and damage" shall include any and all costs of a defense including investigation, attorney's fees and other property and reasonable expenses incurred in connection with the defense of any claim or lawsuit.
10. **Ownership of Equipment:** Each party to this Agreement shall retain ownership of any equipment or property it contributes in the performance of this Agreement and shall retain ultimate control of its employees.
11. **Compatibility of Equipment:** To ensure compatibility of equipment, the Parties hereto should maintain, as best as is reasonably possible, a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including, without limitation, hoses, couplings, pump capacity, communications equipment. Each party will maintain the minimum standard amount of equipment of each type of apparatus (as recommended by related NFPA Standards). The Parties shall utilize Maricopa County-wide apparatus numbering system and standardized terminology for each apparatus.
12. **Mutual Aid Reciprocal:** The Parties agree that the mutual aid under this Agreement is reciprocal. While mutual aid does not ensure that a Party will receive the exact same amount of assistance as it gives, it does mean that the Parties hereto will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within the terms of this Agreement will be comparable.
13. **No Reimbursement of Costs:** Except as specifically agreed to by both Parties hereto, neither party shall be reimbursed by the other party for any costs incurred in connection with providing assistance in accordance with the terms of this Agreement. In the event of a Declared Disaster, as defined under applicable law, the Parties may apply for reimbursement from the County, Federal and State governments. For Special Teams Operations, including but not limited to Hazardous Materials, Confined Space Rescues, Rope Rescues, and Swift Water Rescues, the Party requesting assistance shall be responsible for the cost of replacing disposable supplies used in the mitigation of the emergency incident by the assisting Party.



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14. **Workmen's Compensation:** Each Party hereto shall ensure that their employees are notified in accordance with the provisions of the Arizona Workmen's 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 the provisions of said laws. Each party further grants consent to the other party hereto, upon reasonable notice, to inspect the premises and work place of each party to ensure compliance with the notice posting requirements of said law, said consent being provided to the appropriate emergency service and/or risk management function of each Party hereto.
15. **Immigration and Reform Act of 1986:** The Parties hereto understand and acknowledge the applicability of the Immigration and Reform and Control Act of 1986 (IRCA). Each Party hereto agrees to comply with the IRCA in performing under this Agreement and to permit inspecting, upon reasonable notice, of its personnel records to verify such compliance.
16. **Immunities:** The City and SRP-MIC acknowledge that they are immune from liability for civil or other damages when rendering extraterritorial aid under the terms of this Agreement and as set forth in Scottsdale Revised Code §10-10, A.R.S. §26-314, 9-500.02, A.R.S. §48-818 and other applicable laws and regulations.
17. **Insurance:** The Parties acknowledge that each of them has liability insurance coverage or are self-insured in a minimum amount of One Million Dollars (\$1,000,000.00). Each Party shall provide adequate proof of such insurance or self-insurance coverage to the other upon execution of this Agreement, and each party shall immediately notify the other Party in writing of any changes in such insurance coverage.
18. **Term of Agreement:** The term of this Agreement shall commence on _____, 2005, and shall be in effect for a period of five (5) years, unless sooner terminated under the terms of this Agreement. This Agreement may be renewed by mutual written agreement by the City Manager and the SRP-MIC President, under the terms hereof, for additional five (5) year terms.
20. **Termination of Agreement:** This Agreement may be terminated by either Party for any reason at any time upon giving to the other Party thirty (30) days prior written notice.
21. **No Third Party Rights:** No term or provision of this Agreement is intended to, nor shall it create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
22. **No Partnership or Joint Venture:** No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties hereto.
23. **Recording:** This Agreement shall be recorded with the Maricopa County Recorder's Office.



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24. **No Real Property:** For purposes of satisfying the requirements of A.R.S. §9-461.12(c), as relates to the notification of intent to dispose of any real property that is held in common as a result of this intergovernmental agreement, there is no real property to be disposed of should this Agreement be terminated. No interest in real property shall be transferred, encumbered or otherwise affected by this Agreement or performance hereunder.
25. **Budgetary Impact:** The direction and recommendation of the body having fiscal and/or budgetary responsibility for each Party hereto will not bind either Party hereto until approved by their respective governing bodies.
26. **Superseding Agreements:** If any provision of this Agreement is in conflict with the provisions set forth in Scottsdale's Intergovernmental Agreement for the Phoenix Fire Department Regional Dispatch System or Scottsdale's Automatic Aid Intergovernmental Agreement for Fire Protection and Other Emergency Services, the provisions of those Agreements shall control, except to the extent in conflict with SRP-MIC law or any binding agreements entered into between the SRP-MIC and any other governmental agency.
27. **Conflict of Interest:** The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
28. **Supersedes Prior Agreements:** This Agreement supersedes any and all prior Mutual Aid Agreements entered into by and between the Parties hereto.
29. **Notice:** All notices and other communications provided for herein shall be given and validly made when delivered personally or sent by certified mail, return receipt requested, postage prepaid, to:
- | | |
|---------------------------|---|
| City of Scottsdale | Salt River Pima-Maricopa Indian Community |
| Chief Willie McDonald | Chief W. David Bunce |
| 8401 E. Indian School Rd. | 10005 E. Osborn Rd. |
| Scottsdale, Arizona | Scottsdale, Arizona 85256 |
30. **Amendment:** The parties hereto may only amend this Agreement in writing upon approval by their respective governing bodies.
31. **Confidentiality:** Each party hereto agrees that neither it nor its agents or representatives shall communicate as it pertains to the business, financial and/or professional relationship between the parties, whether in writing or verbally, any information related to services performed in connection with this Agreement, except as may be required by applicable local or state law, in strict compliance with the terms and conditions of an express authorization by the City Mayor or Manager, or the SRP-MIC President, Vice President or General Counsel, respectively. This confidentiality provision shall not apply to communication by the either party with its subdivisions, departments, employees or affiliates for the purposes of performing services hereunder.



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32. **Dispute Resolution:** In the event that certain Disputed Matters between the parties cannot be resolved through informal discussions or mediation, the City and SRP-MIC agree to submit such Disputed Matter(s) to binding arbitration administered by the Phoenix Region of the American Arbitration Association (AAA) and conducted pursuant to the Arbitration Rules in effect at the time this Agreement is executed. Claims will be submitted to a panel of three (3) arbitrators, a majority of whom will render a binding decision and/or award. In the alternative, the parties may mutually agree to submit the Disputed Matter(s) for consideration by a single arbitrator. The City of SRP-MIC may seek to enforce any judgment or award determined by the arbitrator or arbitration panel in favor of the respective party, in the Salt River Pima-Maricopa Indian Community Court. Unless otherwise specified herein, nothing in this Agreement, or in any related agreement, exhibit, document or undertaking, shall be construed as modifying, diminishing, impairing or otherwise adversely affecting the sovereign immunity of the City of Scottsdale or the Salt River Pima-Maricopa Indian Community, or any of their respective entities, enterprises, affiliates or subdivisions. Further, unless otherwise specified herein, nothing in this agreement, or in any related agreement, exhibit, document or undertaking, shall be construed as a waiver of such sovereign immunity or as consent or agreement to the jurisdiction of any state or municipal court. In addition, except as otherwise specified herein, nothing in this agreement, or in any related agreement, exhibit, document or undertaking, shall be construed as an application of any state law that is in conflict with the laws of the Salt River Pima-Maricopa Indian Community.



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IN WITNESS WHEREOF the parties have executed this Intergovernmental Agreement by subscribing their names below, on the first date written above.

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

ATTEST:

Carolyn Jagger
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:

Deborah Robberson,
Acting City Attorney

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY

ATTEST:

Secretary/Clerk

President

APPROVED AS TO FORM:

Tribal Attorney