

MUTUAL AID AGREEMENT

This MUTUAL AID AGREEMENT made and entered into this 1<sup>st</sup> day of JUNE, 1987, by and between the Chino Valley Fire District and Central Yavapai Fire District located in Yavapai County, Arizona, desiring to conform with all applicable laws either within or without the State of Arizona do hereby declare their desires.

WHEREAS, it is the desire of the fire agencies to enter into a mutual fire protection and emergency medical service assistance agreement.

NOW THEREFORE, it is agreed:

1. That the fire departments of the two agencies may respond to calls for assistance received from the Fire Chief or other authorized person in command of or responsible for the fire protection in their area; provided however, that response will be given only when the assisting fire agency is not otherwise occupied and only when the services of the assisting agency can be spared by that individual fire agency with a margin of safety to protect those citizens and property located within their own jurisdictions; and provided that the agency requesting assistance agrees not to call for such help unless the emergency in their jurisdiction is out of control or of such proportion that it cannot be handled by their agency.

2. It is understood and agreed that the Fire Chief or his duly authorized agent of the fire department requesting assistance shall be the sole judge of how much assistance is needed, and the Fire Chief or his duly authorized agent who received the request for assistance shall be the sole judge of how much of the requested assistance it shall furnish in a given instance, and it is further understood and agreed that neither fire agency

is in any way liable to the other or to any other person, firm, or corporation, for failure to give assistance when requested by the other member of the MUTUAL AID AGREEMENT. Each fire agency is liable for its own equipment and personnel.

3. It is understood and agreed that the assisting agency shall work under the direction of the Fire Chief or his authorized agent directing the emergency for the fire agency which has requested assistance.

4. It is understood and agreed that when assisting with a mutual aid call on property or structures that are provided services under a contract, reimbursement be given to assisting agency at the same rate as the contracted agency.

5. This MUTUAL AID AGREEMENT shall continue in force until termination by formal acts of both governing bodies, and if terminated by one, 30 days notice of intention to terminate shall be given to the other.

6. This MUTUAL AID AGREEMENT is intended to comply with all provisions of the applicable state laws of Arizona. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the MUTUAL AID AGREEMENT shall not be effected, and shall remain in full force and effect.

7. Both parties have been informed and are aware that the Yavapai County Attorney's Office represents both the Chino Valley Fire District and the Central Yavapai Fire District. This is a potential conflict of interest. Both parties have been advised to seek outside legal advice as appropriate. By signing this Mutual Aid Agreement, each party has either waived any potential conflict or has obtained outside legal advice as appropriate.

APPROVALS

Chino Valley Fire District

Jim Murphy 4/28/87  
Chairman Fire Board Date

Bill Foster 4/28/87  
Secretary/Fire Board Date

Don Elin 4-28-87  
Fire Chief Date

Approved as to form  
Yavapai County Attorney

By: [Signature]  
Date

Central Yavapai Fire District

[Signature] 6/1/87  
Chairman Fire Board Date

Barbara Brown 6/1/87  
Secretary/Fire Board Date

James C. Wheeler 6-1-87  
Fire Chief Date

Approved as to form  
Attorney for the Central Yavapai  
Fire District

By: [Signature]  
Date