



**State of Arizona
Arizona Fire Chiefs Association
Fire Service Mutual Aid System
MUTUAL AID PLAN**

**Janet Napolitano
Governor**

June 2003

NOTICE:

This “Arizona Fire Service Mutual Aid System” is not currently authorized by the State of Arizona for use in wildland fires.

If your agency requires assistance with a wildland fire emergency, call Arizona State Land Department, Fire Management Division at:

(602) 255-4052

**ARIZONA FIRE SERVICE
MUTUAL AID PLAN**

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**STATEWIDE MUTUAL AID SUB-COMMITTEE,
COORDINATING COUNCIL and WORKING GROUP**

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Paul Adams Avondale Fire Department	Darrell Willis, Co-Chairman Prescott Fire Department
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ARIZONA FIRE SERVICE MUTUAL AID PLAN

I. INTRODUCTION

The Arizona Fire Service Mutual Aid Plan is an extension of, and a supportive document to, the State of Arizona Emergency Response and Recovery Plan. The State of Arizona Emergency Response and Recovery Plan is published in six parts as follows:

- Part One: Basic Emergency Plan
- Part Two: Emergency Support Function (ESF)
- Part Three: Recovery Function
- Part Four: Support Annexes
- Part Five: Incident Annex
- Part Six: General Information Section

Part One, Two, and Four provide the planning basis and concepts for the development of the Arizona Fire Service Mutual Aid Plan. This Plan supports the concepts of the Incident Command System (ICS) / Incident Management System (IMS), and multi-hazard response planning. It is intended that more detailed operational plans will supplement this document at the local, area, regional, and state levels. Arizona's fire and rescue services conduct emergency operations planning at four levels: Local, Operational Area, Regional, and State. To effectively implement the plans formulated at the various levels, all plans should be developed within the framework of the Arizona Fire Service Mutual Aid Plan.

The Arizona Fire Chiefs Association (AFCA), through cooperation with the Arizona Division of Emergency Management (ADEM), the Fire Management Division of Arizona State Land Department (ASLD), the Arizona Fire District Association (AFDA), and the Professional Fire Fighters of Arizona (PFFA), developed the Arizona Fire Service Mutual Aid Plan to provide immediate response resources for all-risk emergencies. This Plan has been reviewed, revised, approved, and adopted after careful consideration by the AFCA Statewide Mutual Aid Sub-Committee and Coordinating Council.

A. PURPOSE OF THE PLAN:

1. In the absence of, or in support of a declaration of emergency, provide for the systematic mobilization, organization, and operation of necessary fire and rescue resources within the state and its political sub-divisions in mitigating the effects of disasters, whether natural or technological-caused.

2. To provide comprehensive and compatible plans for the expedient mobilization and response of the closest, most appropriate, available fire and rescue resources on a local, area, regional, and statewide basis.
3. To establish guidelines for recruiting and training auxiliary personnel to augment regularly organized fire and rescue personnel during disaster operations.
4. To provide a fire and rescue inventory of all personnel, apparatus, and equipment in Arizona. This inventory will be updated annually.
5. To provide a plan and communications facilities for the interchange and dissemination of fire and rescue-related data, directives, and information between fire and rescue officials of local, state, and federal agencies.
6. To promote annual training and/or exercises between plan participants.

B. PLANNING BASIS:

1. No community has resources sufficient to cope with all potential emergencies.
2. Fire and rescue officials must pre-plan emergency operations to ensure efficient utilization of the closest, most appropriate, available resources.
3. Basic to Arizona's emergency planning, is a statewide system of mutual aid in which each jurisdiction relies first upon its own resources.
4. An Arizona Emergency Management Master Mutual Aid Agreement between the Counties of Arizona signatory thereto:
 - a. Creates a formal structure for the provision of mutual aid;
 - b. Provides that no party shall be required to unreasonably deplete its own resources in furnishing mutual aid;
 - c. Provides that the responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident, including the direction of such personnel and equipment provided through mutual aid plans pursuant to the agreement;
 - d. Provides that intra- and inter-area and intra-regional mutual aid operational plans shall be developed by the parties thereof and are operative as between the parties thereof in accordance with the provisions of such operational plans.

- e. Provides that reimbursement for services extended under this plan shall only be pursuant to the state law and policies, and in accordance with ASLD Fire Management Division and ADEM policies, procedures and cooperative agreements.
5. The state is divided into five mutual aid regions to facilitate the coordination of mutual aid. Each region will maintain a 24-hour-per-day Regional Dispatch Center responsible for the coordination of all mutual aid requests from within the region, and coordination through ASLD Fire Management Division of regional resources to other regions of the state as needed. Regional Dispatch Centers are also responsible for keeping the State Fire and Rescue Coordinator updated on all emergency operations within their respective region. Through this system, the Governor's Office is informed of conditions in each geographic and organizational area of the state, and the occurrence or imminent threat of disaster.
6. In addition to fire and rescue resources, emergency operation plans should include both public and private agencies with support capability and/or emergency operation responsibilities.
7. Emergency operation plans should be distributed to, and discussed with, management, command, operational, and support level personnel within each planning jurisdiction.
8. Emergency operation plans must be continuously reviewed, revised, and tested to encompass change and refinement consistent with experience gained through disaster operations and training, and changes in resource availability.
9. Emergency operation plans are to be reviewed, revised, and updated every four years.
10. This plan may be amended from time to time upon written agreement of the ADEM, the State Forester (SF), and the AFCA.
11. Supporting documentation referenced in Part XI of this plan shall become effective upon acceptance by the ADEM, the SF, and AFCA, and may be amended from time to time upon written agreement of the ADEM, the SF, and the AFCA.

II. AUTHORITIES

- A. Arizona Revised Statutes Title 26, Chapter 2.
- B. Arizona Revised Statutes Title 35, Chapter 1.
- C. Arizona Revised Statutes Title 36-2208 through 36-2210.

- D. Arizona Emergency Management Master Mutual Aid Agreement (April 1993).
- E. Memorandum of Understanding Between ADEM and AFCA.
- F. Arizona Administrative Code Title 8, Chapter 2, Article 3.

III. REFERENCES

- A. Federal Civil Defense Guide (Part E, Chapter 10, with Appendixes 1 and 2, Fire Prevention and Control during Civil Defense Emergencies).
- B. Governor's Executive Order 98-1 (February 1998).
- C. Governor's Executive Order 79-4 (June 1979).
- D. National Interagency Incident Management System (NIIMS).
- E. Incident Command System (ICS).
- F. Multi-Agency Coordination System (MACS).
- G. The Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C.5121, et seq.
- H. Code of Federal Regulations 44, Emergency Management and Assistance.
- I. FEMA Public Assistance Policy Digest, FEMA 321 (October 2001).
- J. FEMA Public Assistance Guide Book, FEMA 322 (October 1999).
- K. FEMA Policy 9523.6 Mutual Aid Agreements for Public Assistance (August 17, 1999).

IV. DEFINITIONS

- A. Fire and Rescue Resources:
Arizona's fire and rescue resources shall include, but not be limited to, personnel, apparatus, equipment, and or facilities under the direct control of any local, county, state, federal, or private fire, rescue, or other agency or organization willing to provide those resources under the provisions of the Arizona Fire Service Mutual Aid System.
- B. Local Emergency:
Means the existence of conditions of disaster or of extreme peril to the safety of persons or improved property within the territorial limits of a county, city or

town, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of such political subdivisions as determined by its governing body and which require the combined efforts of other political subdivisions.

- C. **State of Emergency:**
Means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons or improved property within the state caused by air pollution, fire, flood or floodwater, storm, wind, monsoon, epidemic, riot, earthquake, or other causes, except those resulting in a state of war emergency, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city or town, and which require the combined efforts of the state and the political subdivisions.

- D. **State of War Emergency:**
Means the conditions that exist immediately whenever this nation is attacked or upon receipt by this state of a warning from the federal government indicating that such an attack is imminent.

- E. **Disaster Service Worker:**
Means any person who is registered with, or acting under the authority of a recognized disaster service organization for the purpose of engaging in disaster services.

- F. **Mutual Aid:**
Means to facilitate the rendering of aid to persons or property in areas within the state stricken by an emergency and to make unnecessary the execution of written agreements in times of emergency. Any emergency plans duly adopted and approved satisfy the requirements for mutual aid agreements. During an emergency, if the need arises for outside aid in any county, city, or town, such aid may be rendered in accordance with approved emergency plans. The governor may, on behalf of this state, enter into reciprocal aid agreements or compacts, mutual aid plans, or other interstate arrangements for the protection of life and property with other states and the federal government. Such mutual aid agreements may include the furnishing or exchange on terms and conditions deemed necessary of supplies, equipment, facilities, personnel, and services.

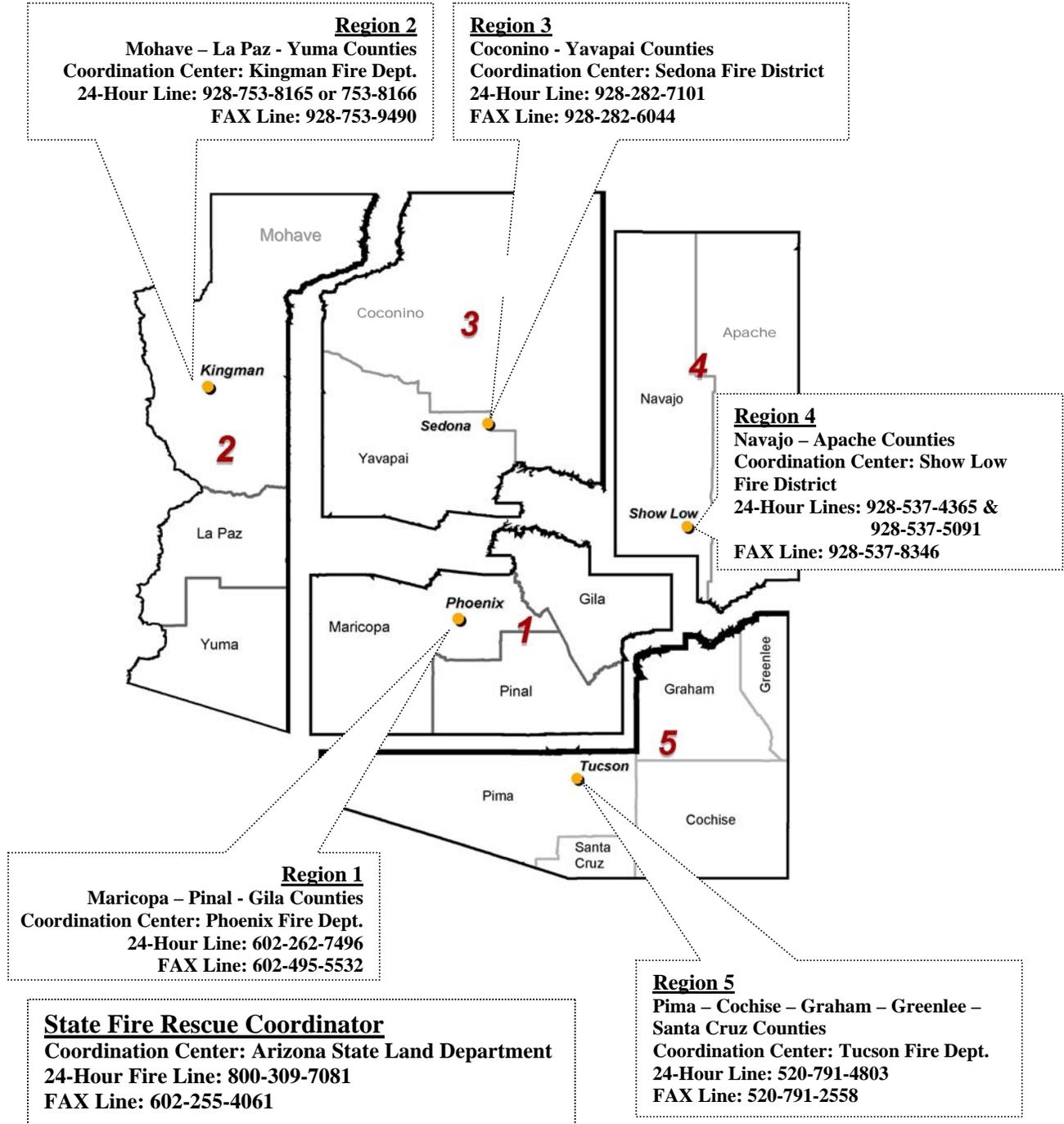
An agreement in which two or more parties agree to furnish resources and facilities and to render services to each and every other party of the agreement to prevent, combat, or mitigate any type of disaster or emergency.

Local needs not met by the Arizona Fire Service Mutual Aid Plan should be resolved through development of local automatic or mutual aid agreements.

1. *Voluntary Mutual Aid:* Mutual aid is voluntary when an agreement is initiated either verbally or in writing. When in writing, which is preferable, conditions may be enumerated as to what and how much of a department's resources may be committed.
 2. *Arizona Emergency Management Master Mutual Aid Agreement:* An agreement made and entered into by the Counties of Arizona. This agreement will facilitate implementation of the State of Arizona Fire Service Mutual Aid System.
 3. *Joint Powers (Wildfire) Agreement:* An agreement made and entered into by and between the State of Arizona, ASLD, acting as the agent of all cooperating agencies and the following federal agencies: USDA Forest Service, USDI National Park Service, Bureau of Indian Affairs, Bureau of Land Management, and US Fish and Wildlife Service, for the purpose of coordinating the use of State, Tribal, and Federal fire and rescue resources used at incidents.
- G. **Mutual Aid Region:**
A subdivision of the state's fire and rescue organization, established to facilitate the coordination of mutual aid and other emergency operations within a geographical area of the state, consisting of one or more county operational areas.
- H. **Operational Area:**
An intermediate level of the state fire and rescue organization, normally consisting of a county and fire and rescue organizations within the county.
- I. **Assistance by Hire:**
Assistance by hire resources are those elements of personnel and equipment, which are provided by cooperating agencies through specific arrangements not associated with this plan. Where such arrangements exist, parties should be thoroughly familiar with, and aware of, provisions at time of request and response.
- J. **Responsible Agency:**
Local Fire Service Organization, including municipal fire departments, fire districts, fire brigades, or private fire protection organizations providing fire and rescue services to the state, or any political subdivision of the state.

V. STATE OF ARIZONA MUTUAL AID REGIONS

The state is broken into five regions.



VI. POLICIES

The following policies form the basis of the Arizona Fire Service Mutual Aid Plan:

- A. The basic tenets of emergency planning are self-help and mutual aid.
- B. Emergency planning and preparation are tasks shared by all political subdivisions and industries as well as every individual citizen.
- C. The Arizona Fire Service Mutual Aid Plan provides a practical and flexible pattern for the orderly development and operation of mutual aid on a voluntary basis between cities and towns, counties, fire districts, special districts, and applicable state agencies. Normal fire department operating procedures are utilized, including day-to-day automatic and mutual aid agreements, and plans developed by local fire and rescue officials.
- D. Operational Area and Region Plans shall be consistent with policy of the Arizona Emergency Response and Recovery Plan, the Arizona Emergency Management Master Mutual Aid Agreement, and the Arizona Fire Service Mutual Aid Plan.
- E. The expected commitment of fire and rescue mutual aid resources is for up to twelve (12) hours. Each agency must make an individual determination if its resources will remain committed after the first 12-hours.
- F. In developing emergency plans, provisions should be made for integrating fire and rescue resources into mutual aid organizations for both fire and non-fire related disasters; i.e. flood, radiological defense, hazardous materials incidents, terrorism, and sheltering and/or relocation of significant portions of the population.
- G. In developing local mutual aid and emergency preparedness plans, provisions must be made for liability and property damage insurance coverage on apparatus and equipment used beyond the territorial limits of the political subdivision. Consideration must also be given to the rights, privileges, and immunities of paid, volunteer, and auxiliary personnel in order that they may be fully protected while performing their duties under a mutual aid agreement or an emergency preparedness plan. Provision is made in state laws to deal with these matters, and the procedure outlined therein should be followed to ensure maximum protection.
- H. Local mutual aid and emergency preparedness plans should reference the Arizona Emergency Management Master Mutual Aid Agreement (April 19, 1993, or any revisions thereof) by signature of all parties concerned.
- I. Arizona Workers' Compensation coverage is the responsibility of the agency/organization providing the resource.

J. Responsible Agency will:

1. Reasonably exhaust local resources before calling for outside assistance;
2. Render the maximum practicable assistance to all emergency-stricken communities under provisions of the Arizona Emergency Management Master Mutual Aid Agreement;
3. Provide a current annual inventory of all fire department personnel, apparatus, and equipment to the Operational Area Fire and Rescue Coordinator;
4. Provide for receiving and disseminating information, data, and directives;
5. Conduct the necessary training to adequately perform their functions and responsibilities during emergencies.

VII. ASSUMPTIONS

A. MAJOR EMERGENCIES:

Fire and rescue emergencies may reach such magnitude as to require mutual aid resources from adjacent local and state levels.

B. NATURAL DISASTER:

Natural disasters may necessitate mobilization of fire and rescue resources for the preservation and protection of life and improved property from threats other than fire; i.e. flood, windstorm, etc.

C. SABOTAGE:

Fire sabotage is an enemy capability. Urban areas would be particularly subject to sabotage during pre-attack periods. Metropolitan and wildland areas would be especially vulnerable to arson.

D. CIVIL DISTURBANCE:

Civil disturbances frequently result in injuries to persons and property damage. Explosives and fire bombs are not uncommon components of civil disturbances. Fire and rescue mutual aid resources are likely to be mobilized for such occurrences.

E. POLITICAL VIOLENCE AND TERRORISM:

Incidents of kidnapping; bombing; bomb threat; use of nuclear, biological, or chemical weapons; and arson to achieve political concession and public notoriety are becoming more prevalent. Such terrorist and violent activity may result in fire and/or rescue emergencies necessitating mobilization of mutual aid resources. There is potential for immobilization of local resources through bombing, blackmail, or sniping activity.

F. ATTACK:

An enemy attack upon Arizona or adjacent states could result in fire and rescue problems of such magnitude as to require utilization of all fire and rescue resources within the state and the exchange of resources between states.

G. LOCAL FIRE SERVICES:

Local officials will maintain fire and rescue resources consistent with anticipated needs. Such services will be augmented by training volunteers for utilization in major disaster operations.

H. WILDLAND FIRE:

This plan is an *all risk* plan intended to cover *all risk* incidents throughout the State of Arizona. However, it also recognizes the authority and responsibility of Local, State and Federal agencies in suppression of wildland fires occurring both within and outside of local fire protection boundaries. It further recognizes the authority and responsibility of federal fire agencies to manage wildfires on federally owned lands, and the need for a coordinated response to those incidents.

Local fire agencies will not dispatch resources to wildland fires outside of local fire agency protection boundaries without a request from or notification of the State Forester, or the designated representative.

Local fire agencies will notify and coordinate suppression responses with the appropriate federal agency(s) for wildland fires occurring within local fire protection boundaries that may pose a threat to federal lands.

VIII. ORGANIZATION

The fire and rescue service includes all public and private entities furnishing fire protection within the state. When ordered by the Governor pursuant to the State of Arizona Emergency Response and Recovery Plan, all such fire protection agencies become an organizational part of the State of Arizona.

A. LOCAL FIRE OFFICIAL:

The fire chief, or senior fire and rescue official, of each local entity providing public fire protection, will serve as a fire service representative to their respective Operational Area Fire and Rescue Coordinator. The Local Fire Official is responsible for updating their Local Governing Officials and Operational Area Coordinator on current incident status and potential.

B. OPERATIONAL AREA FIRE AND RESCUE COORDINATOR:

The Operational Area Fire and Rescue Coordinator is selected by the fire chiefs of local fire service entities within an operational area, and will serve a five-year term. The fire chiefs shall also appoint one or more alternate Operational Area Fire and Rescue Coordinators as needed. The fire chief, or their alternate, will serve on the operational area emergency services staff in their respective operational area. Operational Area Fire and Rescue Coordinators will coordinate all requests for mutual aid assistance through their respective 24-hour-per-day Operational Area Dispatch Center(s).

The Operational Area Coordinator is responsible for updating affected County Emergency Manager(s) and the Regional Fire and Rescue Coordinator on current incident status and potential.

C. REGIONAL FIRE AND RESCUE COORDINATOR:

Operational Area Fire and Rescue Coordinators will select a Regional Fire and Rescue Coordinator within their respective regions, and appoint one or more alternate Regional Fire and Rescue Coordinators. The Regional Fire and Rescue Coordinator will be appointed by the President of the Arizona Fire Chiefs Association and will serve a five-year term. The Regional Fire and Rescue Coordinator, or alternate(s) may be called upon to serve on the staff of the Arizona State Land Department Fire Management Division during a State of Emergency proclaimed by the Governor. Regional Fire and Rescue Coordinators will coordinate all requests for mutual aid assistance through their respective 24-hour-per-day Regional Dispatch Center(s). The Regional Fire and Rescue Coordinator is responsible for updating their respective County Emergency Managers, County Emergency Operations Centers, and the State Fire and Rescue Coordinator on current incident status and potential.

D. STATE FIRE AND RESCUE COORDINATOR:

The State Fire and Rescue Coordinator is the State Fire Coordinator of the Arizona State Land Department, Fire Management Division. The State Fire and Rescue Coordinator is responsible for taking appropriate action on requests for mutual aid received through Regional Fire and Rescue Coordinator channels.

The State Fire and Rescue Coordinator will coordinate all requests for mutual aid assistance through Arizona State Land Department Fire Management Division 24-hour-per-day dispatch center, and the activation of a Multi-Agency Coordinating System (MACS) when needed. The State Fire and Rescue Coordinator is responsible for updating the Director of the Emergency Management Division and the Arizona Fire Chiefs Association Representative to the State Emergency Operations Center (SEOC) on current incident status and potential.

E. ARIZONA DIVISION OF EMERGENCY MANAGEMENT (ADEM)/STATE EMERGENCY OPERATIONS CENTER (SEOC):

Provides coordination, guidance, and assistance in preparedness, response, and recovery to all disasters within the state. Is responsible for updating the Governor on current incident status and potential and makes recommendations to the Governor on the issuance of proclamations of emergency.

F. COUNTY EMERGENCY MANAGEMENT COORDINATOR:

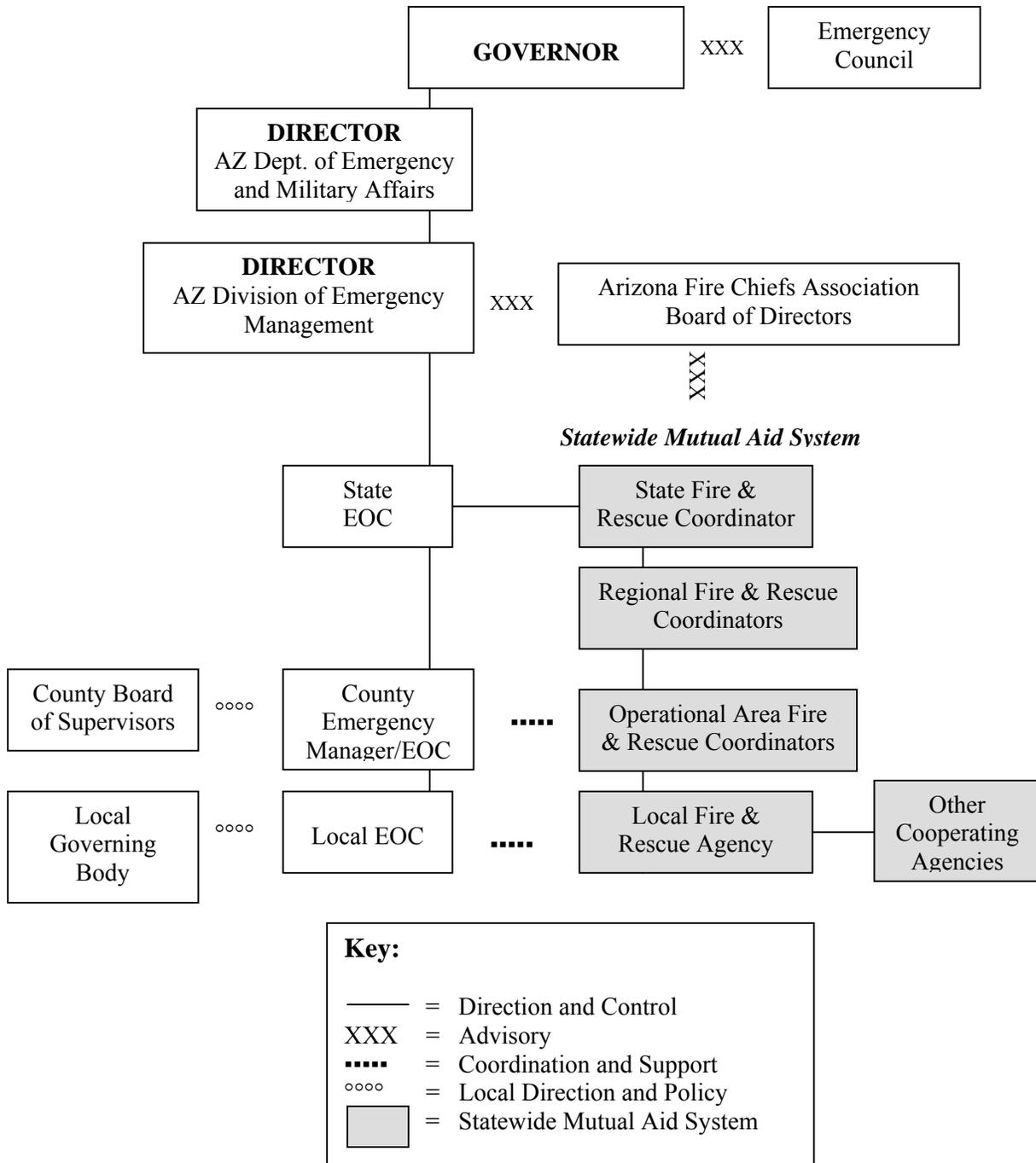
Responsible for pre-incident emergency preparedness, multi-discipline response and recovery coordination, and making a recommendation for a County Resolution of Emergency to the County Board of Supervisors.

G. OTHER STATE AGENCIES:

The Governor may assign to state agencies any activities concerned with the mitigation of the effects of an emergency.

Fire and Rescue Service Organization

ALL-RISK EMERGENCIES



IX. RESPONSIBILITIES

A. LOCAL AGENCY (Local Dispatch Center):

The appropriate Local Fire and Rescue Administrator:

1. Directs all action toward stabilizing and mitigating the emergency, including controlling fires, saving lives, safeguarding property and the environment, and assisting other emergency services in restoring normal conditions.
2. Develops an effective emergency plan for use of the resources under its control and ensures that such a plan is integrated into the emergency plan of the operational area of which the fire and rescue administrator is a part. This plan should include provision for, but not be limited to, fire and rescue operations, floods, civil disturbances, riots, bombings, terrorism, industrial accidents, hazardous material incidents, mass casualty incidents, air and water pollution, etc.
3. Makes maximum use of existing facilities and services within the local community prior to requesting assistance from neighboring jurisdictions.
4. Conducts mutual aid activities in accordance with established operational procedures.
5. During emergency operations, keeps the Operational Area Fire and Rescue Coordinator informed on all matters.
6. The agency receiving mutual aid is responsible for logistic support to all mutual aid personnel and equipment received.
7. Prepares personnel and equipment inventories and forwards copies to the Operational Area Fire and Rescue Coordinator annually.
8. Maintains an up-to-date schedule for alerting fire and rescue personnel in emergencies and a checklist of timely actions to be taken to put emergency operations plans into effect.
9. Establishes emergency communications capabilities with the Operational Area Fire and Rescue Coordinator.
10. Anticipates emergency needs for such items as emergency fire equipment, commonly used spare parts, and expendable supplies and accessories, and ensures functional availability of these in locations convenient for ready use.

11. When requesting aid, will be in charge of all personnel and apparatus received. Requests for mutual aid will be directed to the Operational Area Fire and Rescue Coordinator.
12. Provides mutual aid resources when requested by the Operational Area Fire and Rescue Coordinator to the extent of their availability without unreasonably depleting their own resources.
13. Maintains appropriate records, data, and other pertinent information of mutual aid resources committed.
14. Provides approximate time commitment and justification of mutual aid needs in request for resources to the Operational Area Fire and Rescue Coordinator. Periodically evaluates the need of mutual aid resources committed and notifies the Operational Area Fire and Rescue Coordinator.

B. OPERATIONAL AREA (Operational Area Dispatch Center(s)):

The Operational Area Fire and Rescue Coordinator:

1. Organizes and acts as chairperson of an Operational Area Fire and Rescue Coordinating Committee composed of the Alternate Area Fire and Rescue Coordinators and/or fire chiefs within the operational area. The committee may include others as deemed necessary by the chairperson. This committee shall meet at least once each year and may hold additional meetings as deemed necessary by the chairperson.
2. In cooperation with its Operational Area Fire and Rescue Coordinating Committee:
 - a. Organizes, staffs, and equips area fire and rescue dispatch centers in accordance with the principles enumerated in the Arizona Fire Service Mutual Aid Plan.
 - b. Selects and submits to the Regional Fire and Rescue Coordinator the names of individuals to serve as the alternates at operational area fire and rescue dispatch centers.
 - c. Aids and encourages the development of uniform fire and rescue operational plans within the area.
 - d. Aids and encourages the development of countywide fire and rescue communication nets operating on the approved fire frequency for the county. The communication net should tie the communications

facilities of the county to the Operational Area Fire and Rescue Dispatch Center and alternate dispatch centers.

- e. Maintains an up-to-date inventory system on fire and rescue apparatus and personnel within the area for use in dispatching. Compiles and forwards this information to the respective Regional Fire and Rescue Coordinator annually.
 - f. Provides fire and rescue coordination information to the affected County Emergency Management Coordinator(s).
 - g. Responsible to aid and assist local, region, and state officials in planning, requesting, and utilizing mobilization centers as needed for staging strike teams and personnel where appropriate. Operational Area Fire and Rescue Coordinators are responsible for organizing pre-identified Strike Teams and Task Forces within their operational area.
3. During a “State of Emergency” declared by the Governor, or as may be necessary, may be called upon to report to the County Emergency Operations Center or such other location as directed by the County Emergency Management Coordinator. If necessary, an authorized representative may assume this duty.
4. Shall be responsible for dispatching local fire and rescue resources within the operational area on mutual aid operations.
- a. If the emergency is within the jurisdiction of the Operational Area Fire and Rescue Coordinator and overloads the communication facilities, assigns dispatching of mutual aid equipment to an alternate fire and rescue dispatch center.
 - b. Keeps the Regional Fire and Rescue Coordinator informed of all operations.
 - c. Evaluates requests for assistance from local agency; determines the resources from that operational area which can provide the timeliest assistance, and initiates appropriate response thereof. Determines if the timeliest assistance is from another adjacent operational area and if so, requests assistance from that Operational Area Fire and Rescue Coordinator and notifies the Regional Fire and Rescue Coordinator of this action. When resources are needed from more than one adjacent area, either for timely response or when the need is beyond operational area capability, the request must be made to Region.
 - d. Determines approximate time commitment and justification of resources issued to local agency, and the length of time it will utilize

these resources. Periodically evaluates the justification and commitment to the local agency of these resources, and notifies the region.

- e. Advises the requesting local jurisdiction of the origin of resources responding to their request for assistance.
- f. Notifies and advises the Regional Fire and Rescue Coordinator, in a timely manner, of the need to establish mobilization centers and/or staging areas.

- 5. The Operational Area Fire and Rescue Coordinator is not responsible for any direct fire or other emergency operations except those which occur within the jurisdiction of its own department, agency, etc. The local official in whose jurisdiction the emergency exists shall remain in full charge of all fire and rescue resources, staffing, and equipment furnished for mutual aid operations.
- 6. Develops a radiological monitoring capability and comprehensive training program within the Operational Area.

C. REGIONS – Regional Dispatch Center(s):

The Regional Fire and Rescue Coordinator:

- 1. Organizes and acts as chairperson of a Regional Fire and Rescue Coordinating Committee, composed of Alternate Regional Fire and Rescue Coordinators and the Operational Area Fire and Rescue Coordinators within the region. This committee may include others as deemed necessary by the chairperson. This committee shall meet at least once each year and may hold additional meetings as deemed necessary by the chairperson.
- 2. On receipt of information of an emergency within the region that may require regional mutual aid, or upon request of the State Fire and Rescue Coordinator, assumes its responsibilities for coordination and dispatch of regional mutual aid resources.
- 3. In cooperation with its Fire and Rescue Coordinating Committee:
 - a. Organizes, staffs, and equips a Regional Fire and Rescue Dispatch Center in accordance with the principles enumerated in the Arizona Fire Service Mutual Aid Plan.
 - b. Selects and submits to the State Fire and Rescue Coordinator, the names of individuals to serve as its alternates at the Regional Fire and Rescue dispatch centers.

- c. Aids, encourages, and approves the development of uniform fire and rescue emergency plans within the region, through the Operational Area Fire and Rescue Coordinators.
 - d. Aids and encourages the development of county-wide fire and rescue communication nets, tying local fire departments to an Operational Area Fire and Rescue dispatch center.
 - e. Maintains an up-to-date inventory system of fire and rescue apparatus and personnel within the region for use in dispatching. Compiles and forwards this information to the State Fire and Rescue Coordinator annually.
4. During a “State of Emergency” proclaimed by the Governor, or as may be necessary, the Regional Fire and Rescue Coordinator or the alternate may be called upon to report to Arizona State Land Department Fire Management Division or other locations as requested by the State Fire and Rescue Coordinator.
5. Is responsible for the coordination of dispatching all local fire and rescue resources within the region on mutual aid operations.
- a. If the emergency exists within the jurisdiction of the Regional Fire and Rescue Coordinator and overloads the communication facilities, the Regional Fire and Rescue Coordinator assigns dispatching of mutual aid equipment to an Alternate Regional Fire and Rescue Dispatch Center.
 - b. Keeps the State Fire and Rescue Coordinator informed of all operations within the region.
 - c. Evaluates requests for assistance from Operational Area; determines the regional resources from that region which can provide the timeliest assistance, and initiates appropriate response thereof. Determines if the timeliest assistance is from an adjacent region and if so, requests assistance from that Region’s Fire and Rescue Coordinator, and notifies the State Fire and Rescue Coordinator of this action. When resources are needed from more than one adjacent region, either for timely response or when the need is beyond region capability, the request must be made to the State.
 - d. Requests approximate time commitment and justification of resources issued to operational area, and length of time it will utilize these resources. Shall periodically evaluate the justification and commitment to the Operational Area of these resources, and notify the State.

- e. The Regional Fire and Rescue Coordinator will advise the requesting Operational Area Fire and Rescue Coordinator of the source of all mutual aid assistance responding to the Operational Area.
 - f. Shall notify and advise the State Fire and Rescue Coordinator, in a timely manner, of the need to establish mobilization centers and/or staging areas.
6. Monitors and coordinates backup coverage within an area or region when there is a shortage of resources.
 7. Calls and conducts elections within the respective Operational Areas for Operational Area Fire and Rescue Coordinator. These elections will be held every three years and/or when a vacancy occurs, or at the request of the State Fire and Rescue Coordinator. Communications and dispatch center requirements will be considered in electing coordinators.
 8. The Regional Fire and Rescue Coordinator is not responsible for any direct fire or other emergency operations except those which occur within the jurisdiction of its own department, agency, etc. The local official in whose jurisdiction the emergency exists shall remain in full charge of all fire and rescue resources furnished for mutual aid operations.
 9. Aids and assists in planning, utilizing, and requesting mobilization centers as needed for staging strike teams during mutual aid operations.

D. STATE of ARIZONA:

1. Arizona Division of Emergency Management (ADEM).
 - a. Establishes Arizona Fire Chiefs Association representative within the State Emergency Operations Center (SEOC).
 - b. Assists in the development, publishing, and distribution of the Fire Service Mutual Aid Plan and supporting documents.
 - c. Keeps the Governor and the Governor's Emergency Council informed of current emergencies and policy matters and develops proclamations for the Governor when required.
 - d. Assists state and local fire and rescue agencies in utilizing federal assistance programs available to them and keeps them informed of new legislation affecting these programs.
 - e. Assists in the coordination of the application and use of other state agency resources during a "State of Emergency".

- f. Encourages the development of training programs for specialized emergencies involving fire and rescue services; i.e., radiological monitoring, civil disturbances, terrorism, staff and command training.
 - g. Develops procedures for reimbursement of state and local agency expenses associated with assistance rendered during a declared emergency.
2. Arizona State Land Department, Fire Management Division:
- a. The State Fire Coordinator for the Arizona State Land Department, Fire Management Division is the State Fire and Rescue Coordinator.
 - b. Supports the AFCA in the preparation, maintenance, and distribution of the basic Arizona Fire Service Mutual Aid Plan for coordinating statewide emergency fire and rescue resources.
 - c. Organizes, staffs, and equips the State Fire and Rescue Dispatch Center and alternate facilities necessary to ensure effective statewide coordination and control of mutual aid fire and rescue operations.
 - d. Monitors ongoing emergency situations, anticipates needs, and prepares for use of inter-regional fire and rescue mutual aid resources, establishing priorities and authorizing dispatch.
 - e. State Fire and Rescue Coordinator will monitor and coordinate backup coverage between regions when there is a shortage of resources.
 - f. Consults with and keeps the Arizona Division of Emergency Management informed on fire and rescue responses under this plan.
 - g. Consults with and assists federal and other state agency representatives on matters of mutual interest to the fire and rescue service.
 - h. Coordinates fire and rescue emergency mutual aid responses throughout the state.
 - i. Assists state and local fire and rescue agencies in utilizing federal assistance programs available to them and keeps them informed of new legislation affecting these programs.
 - j. Standardizes forms and procedures for the records required for response of local fire and rescue resources.

3. The State Fire Marshal:
 - a. Provides personnel to support mutual aid fire and rescue operations for code enforcement, arson, and explosion investigation, and flammable liquid pipeline emergencies.
 - b. Assists local jurisdictions in post-emergency damage surveys, building inspection, advising them on use and/or hazards of damaged facilities, including state-owned or occupied buildings.
 - c. Supports AFCA in developing and providing training programs and materials for effective application and utilization of the Arizona Fire Service Mutual Aid Plan.
4. Arizona Department of Public Safety provides assistance in:
 - a. Emergency highway traffic regulations and control.
 - b. Evacuation of residents/inhabitants.
 - c. Scene manager for highway hazardous materials incidents.

E. ARIZONA FIRE CHIEFS ASSOCIATION (AFCA):

The President of the Arizona Fire Chiefs Association (AFCA) will establish and maintain a Statewide Mutual Aid Committee to serve in an oversight and advisory capacity on all matters relative to the Arizona Fire Service Mutual Aid System:

1. Recommends to the President of the AFCA the appointment of Regional Fire and Rescue Coordinators.
2. Coordinates Arizona Fire Service Mutual Aid System updates with the Arizona Fire District Association, Arizona Professional Fire Fighters Association, and local Fire Chiefs.
3. Recommends to the President of the AFCA the appointment of the Fire Service Representative to the State Emergency Operations Center (SEOC).
4. Assists the State Fire and Rescue Coordinator in matters relative to the efficient operation of the Arizona Fire Service Mutual Aid System.
5. Develops and provides training programs and materials for effective application and utilization of the Arizona Fire Service Mutual Aid Plan.

6. Develops and maintains statewide planning and operational coordination with State Fire and Rescue Coordinator.

F. LIMITATIONS:

1. Nothing in this plan shall be deemed to obligate any party to expend any monies that have not been appropriated or allocated for the purposes of the plan, nor to expend monies in any fashion contrary to law.
2. Nothing in this plan shall be deemed to require any party to take action in excess of authority conferred by statute, rule, charter, or ordinance, nor to do anything in violation of law.

X. PROCEDURES – MUTUAL AID

Fire and rescue mutual aid rendered pursuant to Arizona's Master Mutual Aid Agreement, is based upon an incremental and progressive system of mobilization. Mobilization plans have been based upon the concept of providing a local fire and rescue authority sufficient resources without extraordinary depletion of fire and rescue defenses outside the area of disaster. Under normal conditions, fire and rescue mutual aid plans are activated in ascending order; i.e., local, operational area (county), region, inter-region. Circumstances may prevail which make mobilization of significant fire and rescue forces from within the area or region of disaster impractical and imprudent. Inter-regional mutual aid is, therefore, not contingent upon mobilization of uncommitted resources within the region of disaster.

A. LOCAL FIRE AND RESCUE RESOURCES:

Local fire and rescue resources include resources available through automatic and/or day-to-day mutual aid agreements with neighboring jurisdictions. Local mobilization plans are activated by requests to participating agencies and must provide for notification of the Operational Area (County) Fire and Rescue Coordinator upon activation. The Operational Area Fire and Rescue Coordinator must know of those resources committed under local plans when determining resource availability for subsequent response.

B. OPERATIONAL AREA FIRE AND RESCUE RESOURCES:

Operational Area Fire and Rescue resources are those which are made available to a participating agency through the approved and adopted Operational Area (county) Fire and Rescue Emergency Mutual Aid Plan. Mobilization of Operational Area resources is activated by the Operational Area Fire and Rescue Coordinator, or representative, in response to a request for assistance from an authorized fire and rescue official of the participating agency in need. The Operational Area Fire and Rescue Coordinator must notify the Regional Fire and Rescue Coordinator of area resources committed.

C. REGIONAL FIRE AND RESCUE RESOURCES:

Regional fire and rescue resources include all resources available to a participating agency through the approved and adopted Regional Fire and Rescue Emergency Mutual Aid Plan. Operational Area (county) plans are significant elements of regional plans.

Mobilization of a region's fire and rescue resources is activated by the Regional Fire and Rescue Coordinator, in response to a request for assistance from an Operational Area Fire and Rescue Coordinator. Regional Fire and Rescue Coordinators must notify the Director, Arizona State Land Department Fire Management Division (State Fire and Rescue Coordinator), of resources committed.

D. INTER-REGIONAL FIRE AND RESCUE RESOURCES

Inter-regional fire and rescue mutual aid is mobilized through the State Fire and Rescue Coordinator for the afflicted mutual aid region. Selection of region(s) from which resources are to be drawn is made in consideration of the imminence of threat to life and property and conditions existing in the various regions. Fire and rescue forces will be mobilized as requested; however, the strike team/task force mode for inter-regional fire and rescue mutual aid response is recommended. Strike teams will normally consist of five engines and a qualified strike team leader unless unusual circumstances prevent assemblage in these numbers. (Each engine will be staffed by three (3) or more trained firefighters.) Regional Fire and Rescue Coordinators must be notified of any strike team with less than five engines. This information must be relayed to the requesting agency. Strike teams and single resources must be identified in accordance with the Arizona Fire Service Mutual Aid System, Resource Designation System 20-1. Regional Fire and Rescue Coordinator requesting aid must specify the number, kind, and type of strike teams and support resources desired. Utilization of Multi-Agency Coordination System resource ordering form (MACS Form 420) is required.

E. LOCAL, OPERATIONAL AREA, REGIONAL DISPATCH CENTERS:

Local, Operational Area, and Regional Fire and Rescue Dispatch Centers must be carefully selected and adequately equipped for emergency operations. They should be located in a 24-hour-per-day facility capable of coordinating mutual aid operations. They must be equipped to permit direct communications with all fire and rescue agencies within their area of operation. They must be staffed with competent personnel and equipped with such maps, charts, records, and operational data necessary to perform emergency operations on a 24-hour-per-day, full-time basis, etc. Alternate fire and rescue dispatch centers should have the same capability as primary centers, thus ensuring continued operations in the event of failure of the primary centers.

F. TRAINING:

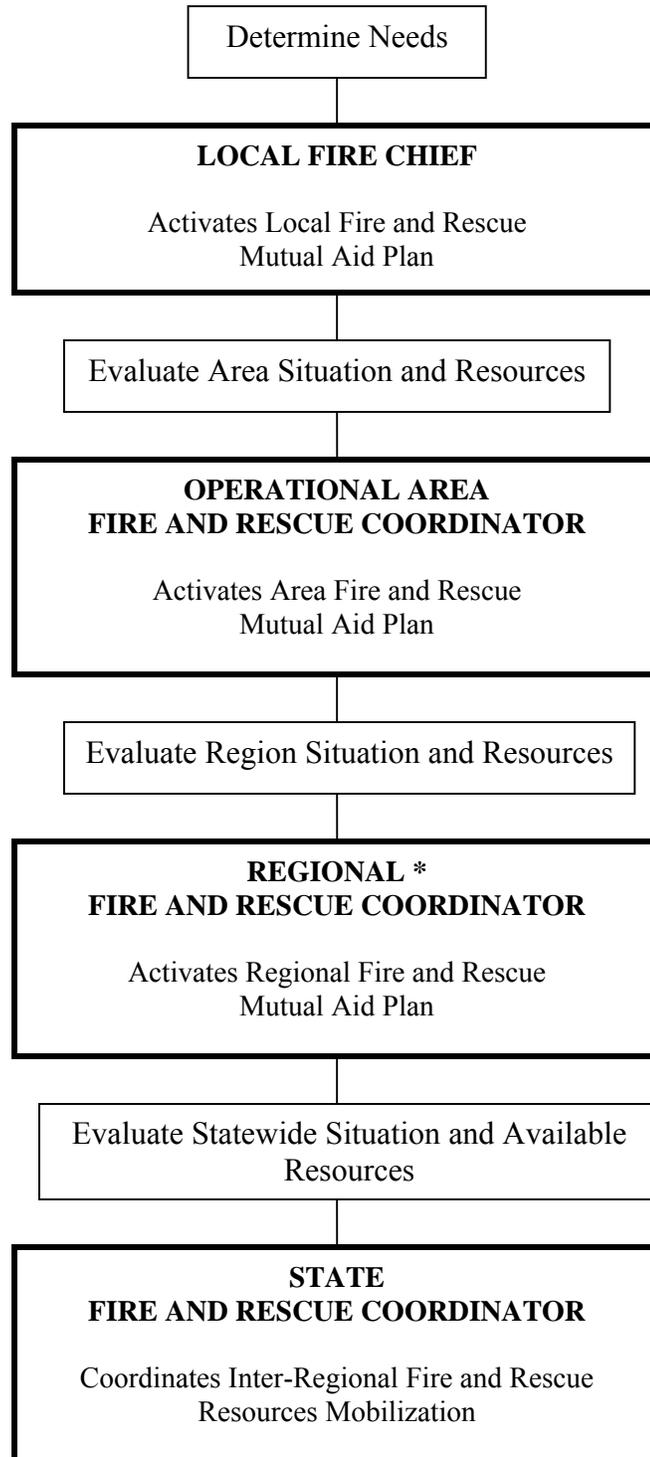
1. The training of regular emergency personnel in specialized skills and techniques is essential if each level of the fire and rescue service is to successfully discharge assigned emergency responsibilities to handle all-risk emergencies. Fire and rescue officials should identify key personnel with emergency assignments and ensure the adequacy of their training.
2. The State of Arizona Fire and Rescue Service has adopted the Incident Command System (ICS). All fire and rescue agencies shall maintain operational familiarity with this system.

G. PLANNING:

A well-developed, decision-making process can compliment all phases of mutual aid utilization. Failure to plan assures failure. Effective emergency action is dependent upon comprehensive planning. All mutual aid planning must consider the logistical and financial obligations incurred in either providing or receiving mutual aid assistance; i.e., fuel, feeding, overtime for personnel. Emergency situations evolve through a series of stages: Preparedness, Response and Recovery.

1. Preparedness.
While this phase does not apply to all emergencies, involved jurisdictions, when possible, will put pre-emergency plans into operation. Such plans include alerting key personnel, ensuring readiness of essential resources, and preparing to move resources to the threatened area when required. If a request for mutual aid resources is anticipated, the next higher level of jurisdiction must be advised, including all available information relative to the expected threat, its location, imminence, potential severity, and other associated problems.
2. Response.
The nature of emergency operations is dependent upon the characteristics and requirements of the situation. This phase may require the use of local, operational area, regional, and state resources. The magnitude and severity of fire and rescue service emergencies may develop rapidly and without warning. Equally rapid pre-planned response on the part of the fire and rescue service is required.
3. Recovery.
Planning for this phase should include re-establishment of essential public services, public safety inspections, and restoration of public facilities.

**CHANNELS FOR REQUESTING FIRE AND RESCUE
MUTUAL AID RESOURCES**



* Region Borderline Emergencies (See Part IX, Responsibilities, Section C, Regions, 5.c.)

XI. FIRE SERVICE MUTUAL AID SYSTEM SUPPORTING DOCUMENTS

Name of Document

Mobilization Guide

Multi-Agency Coordination System (MACS):

- MACS Procedure Guide
- Resource Designation System
- Instructions for MACS

Local Dispatch and Activation Guidelines

Training & Qualification System

Field Operations Guide (FOG) – in pocket size format

XII. ARIZONA EMERGENCY MANAGEMENT MASTER MUTUAL AID AGREEMENT (2003 Revised Version).

This Agreement is made and entered into by and among the counties of Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai, Yuma and the Arizona Division of Emergency Management.

Recitals

WHEREAS, one or more parties to this Agreement may find it necessary to utilize all of their own resources to cope with emergencies as defined in A.R.S. § 26-301 et seq. (collectively, “emergency”), and may require the assistance of another party or other parties (collectively, “party”);

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, and other public agencies be made available to respond to such emergency; and,

WHEREAS, State resources will be made available in accordance with A.R.S. 35-192 and A.R.S. 26.311; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and recovery (collectively, “mutual aid”); and,

WHEREAS, it is desirable that a Intergovernmental Agreement be executed for the interchange of such mutual aid;

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

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

AGREEMENT

1. Purpose. The purpose of this Intergovernmental Agreement is to state for the participating Parties, the terms and procedures for the execution of Arizona political subdivisions’ full power to provide mutual aid in times of local emergencies as defined under A.R.S. § 26-311 (A), to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements as provided for in A.R.S. § 26-311(C). Contracting authority for this Agreement is based upon A.R.S. § 26-308 which provides that “each county and

incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes.”

2. Scope. The Scope of this Intergovernmental Agreement is to (1) provide the procedures to notify the Responding Parties of the need for assistance; (2) to identify available resources and (3) to provide a mechanism for compensation for resources.

3. Definitions.

Agreement means this document, the Arizona Emergency Management Master Mutual Aid Agreement.

Requesting Party means the participating Governmental Party requesting aid in the event of an Emergency or Disaster.

Assisting or Responding Party means the participating Governmental Party under this Intergovernmental Agreement.

Division is Arizona Division of Emergency Management.

Director is the Director of the Arizona Division of Emergency Management.

Governmental Party means a governmental entity which has adopted and executed this Intergovernmental Agreement.

4. Procedures for Requesting Assistance. A Requesting Party, which needs assistance in excess of its own resources due to an emergency, is authorized to request assistance from any party to this Agreement. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Requests shall also be submitted to the Director.

5. Responding Party’s Assessment of Availability of Resources and Ability to Render Assistance. Subject to the terms of this Agreement, the Responding Party shall make every reasonable effort to respond with assistance to the Requesting Party. In all instances, the Responding Party 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 Party’s existing commitments within its own jurisdiction. The Responding Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Agreement.

6. Implementation Plan. Each party shall develop an implementation plan providing for the effective mobilization of its resources, both public and private, to provide or receive assistance under this Agreement.

7. Resource List. Each party shall develop a available resource list using the form in Exhibit A. This information shall be provided to the Director in accordance with A.R.S. 26-308, who in turn will provide it to all other parties to this Agreement.

8. Contact List. Each Party shall develop a contact list as outlined in Exhibit B, which shall be provided to the Director for distribution to all other parties to this Agreement.

9. Reimbursement Procedures by the State. It is expressly understood that when mutual aid is extended under this Agreement to the State, reimbursement to Parties by the State for eligible costs will be provided to the Requesting Party pursuant to A.R.S. § 35-192 as applicable.

10. Reimbursement Procedures by Counties. The Requesting Party shall reimburse the Responding Party after receipt of an itemized voucher and documentation of all “eligible costs” of labor and materials equipment that have actually been expended in providing assistance.

11. Eligible Costs. Eligible costs will be reimbursed to the Assisting Party for equipment expenses at the Assisting Party’s Motor Pool Rates in effect at the time services are provided. The Requesting Party shall reimburse the Assisting Party for the actual costs of materials and supplies provided by the Assisting Party to the Requesting Party. Reimbursement for materials and supplies will be at actual cost to the Assisting Party. In addition the Requesting Party shall reimburse the Assisting Party for actual labor expenses, including eligible overtime and employee-related expenses in accordance with the Assisting Party’s labor contracts and pay schedules in effect at the time of the incident. Actual excess costs to the Assisting Party incurred for required backfill or coverage shall also be reimbursed by the Requesting Party.

12. Personnel Compensation and Insurance. The Requesting Party and the Responding Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment, if any, involved in the mutual aid consistent with A.R.S. § 26-314.B.

13. Immunity. The provisions of A.R.S. 26-314 shall apply any time mutual aid is provided under this Agreement.

14. Indemnification. To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party’s officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this agreement, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

15. Term. This Intergovernmental Agreement shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Agreement, this Agreement shall terminate ten years after the effective date. This Agreement, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Agreement shall be by formal written amendment and executed by the parties hereto.

16. ADA. Each Party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

17. Non-Discrimination. Each Party shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Party duties pursuant to this Agreement. Each Party shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

18. Compliance with Laws. Each Party shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

19. Worker's Compensation. 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. §23-1022, each party shall be deemed the primary employer and shall have sole responsibility for the payment of worker's compensation benefits to their respective employees. Each party shall comply with the notice provisions of A.R.S. § 23-1022 (E).

20. Insurance. Each Requesting and Assisting Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. The amount of reimbursement from any participating Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled to as a result of losses experienced in rendering assistance pursuant to this Agreement.

21. Non-appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Participating Party's governing board does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Parties shall have no further obligation to the other Parties other than for payment for services rendered prior to cancellation.

22. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

23. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement

shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State as appropriate.

24. Jurisdiction. Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a party.

25. Conflict of Interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

26. Supervision and Control. Management of an incident shall remain with the jurisdiction in which the incident occurred. Responding parties shall assign an agency representative to report to the receiving party's official in charge. The official in charge may mission assign responding mutual aid parties, but each party's representative retains supervision of its personnel and resources and may withdraw its resources at any time. The receiving party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Agreement shall be returned to the Responding Party upon being released by the Requesting Party or on demand of the providing party for such return.

27. Severability: Effect on Other Agreements. It is expressly understood that this Agreement 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.

28. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

29. Responsibility of the Arizona Division of Emergency Management. Nothing within this Agreement limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

30. Effective Date. This Agreement shall become effective as to each party when adopted by resolution and executed by the governing body of the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Agreement, until participation in this Agreement is terminated by the party. The termination by one or more of the parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other parties thereto. The State Director, Division of Emergency Management, shall issue an annual report, with updates as needed, to all parties identifying the parties to this Agreement.

31. Execution Procedure. Execution of this Agreement shall be as follows: This Agreement, which will be designated as "ARIZONA EMERGENCY MANAGEMENT MASTER MUTUAL AID AGREEMENT," shall be executed in counterparts by the

governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and provided to the Director of the Arizona Division of Emergency Management. This agreement will be effective between all parties who execute this agreement even if it is not executed by all counties.

32. Termination. Termination of participation in this Agreement may be effected by any party as follows: a party shall by resolution of its governing body give notice of termination of participation in this Agreement and file a certified copy of such resolution with the Secretary of State and a copy will be provided to the Director; this Agreement is terminated as to such party 20 days after the filing of such resolution; and, the parties to this Agreement understand and acknowledge that this Agreement is subject to cancellation by any party pursuant to A.R.S. §38-511.

33. Dispute Resolution. In the event of any controversy, which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.