

## **AUTOMATIC AID AGREEMENT**

**This AUTOMATIC AID AGREEMENT ("Agreement") is hereby entered into by and between the CITY OF MESQUITE, NEVADA ("MESQUITE") and the BEAVER DAM / LITTLEFIELD FIRE DISTRICT ("BEAVER DAM") located in MOHAVE COUNTY ARIZONA (collectively referred to as "the Parties"), in accordance with ARS 11-951, et seq. and N.R.S. 277.120. This Agreement is legally effective when signed and dated by the Parties below.**

**WHEREAS**, it is the desire of MESQUITE and BEAVER DAM to enter into this Agreement for the AUTOMATIC protection and benefit of the residents of their respective communities; and

**WHEREAS**, the State of Nevada imposes a FIFTY-THOUSAND DOLLARS (\$50,000.00) per claim limitation for tort liability judgments against governmental entities and their employees while the State of Arizona imposes no such limitation on the tort liability of governmental entities and their employees; and

**WHEREAS, BEAVER DAM** currently has a policy or policies of liability insurance providing an aggregate liability insurance coverage of TWO MILLION DOLLARS (\$2,000,000.00) per claim or occurrence which insures the negligent acts or omissions of its personnel while performing fire, rescue and/or ambulance related services in the State of Arizona and the State of Nevada; and

**WHEREAS, MESQUITE** currently has a policy or policies of liability insurance providing an aggregate liability insurance coverage of TWO MILLION DOLLARS (\$2,000,000.00) per claim or occurrence which insures the negligent acts or omissions of its personnel while performing fire, rescue and/or ambulance related services in the State of Arizona and the State of Nevada; and

**WHEREAS**, the Parties agree that a reasonable protection for each Party, and its responding personnel when performing services or training in the jurisdiction of the other Party pursuant to this Agreement is for each Party to add the other Party, and its responding personnel as additional insured's to the policy or policies of liability insurance now maintained by each Party.

**NOW, THEREFORE**, in consideration of the foregoing premises and the following terms and conditions, it is hereby agreed as follows:

1. **Requesting/Assisting Department.** As used herein, the term "Requesting Department" refers to the Fire Department requesting assistance in its jurisdiction from the other Party to this Agreement. The term "Assisting Department" refers to the Fire Department requested to assist the other Party to this Agreement in the Requesting Department's jurisdiction.
2. **Request for Response.** The emergency fire, rescue and/or ambulance equipment and personnel of either Party may respond to calls for assistance received from the other Party in bona-fide emergency situations to protect those citizens and/or properties located within either Party's jurisdiction. It is also agreed that when radio dispatch "tones out" a Party to respond to a fire, rescue or medical event in the other Party's jurisdiction, such tone out automatically constitutes a "call for assistance" by the other Party to this Agreement and a request for the Assisting Department to enter into the other Party's jurisdiction and render fire, rescue or ambulance services.
3. **Incident Commander.** It is understood and agreed that the INCIDENT COMMANDER or the authorized agent of the Requesting Department shall be the sole judge of how much assistance is needed, and may request specific units or personnel to be placed on standby or respond to a specified staging area. The Assisting Department shall solely determine how much assistance will be provided to the other jurisdiction in any particular call-out situation. After responding, the Assisting Department shall work under the direction of the INCIDENT COMMANDER (or that person's authorized agent) of the Requesting Department.
4. **No Liability for Failure to Respond.** It is further understood and agreed that neither Party will be in any way liable to the other Party or to any person, firm, entity or corporation, for failing to give assistance when requested to assist by the other Party to this Agreement.
5. **Indemnification and Hold Harmless.** Except as set forth in Paragraph 6, each Party to this Agreement will be responsible for its own liability arising from its negligent act or omission and will indemnify and defend the other Party for all claims brought against it solely because of this Agreement and not due to any negligent act or omission by the other Party. This indemnification and hold harmless also applies to training sessions or exercises.
6. **Additional Insured.** Each Party additionally agrees during the term of this Agreement to maintain its current liability insurance policy or policies in an aggregate coverage amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim or occurrence and additionally to list the other party and its responding personnel as additional insured's with the same minimum aggregate coverage of at least TWO MILLION DOLLARS (\$2,000,000.00) per claim or occurrence. The Parties further agree that each party is entering into the State of the other pursuant to this Agreement on the understanding and with the assurance that such liability insurance protection is and will be in full force and effect at all times during the term of this Agreement listing the other party and its responding personnel at all times when providing service to or participating in joint training with the other party within the State of Arizona or the State of Nevada. The Parties agree to supply each other with written verification that the other party and its responding personnel are additional insured's within its policy or policies of

liability insurance within thirty (30) days of the execution of this Agreement by the Parties and to advise each other in writing of any change in that additional insured status or the minimum required coverage during the term of this Agreement.

7. **Costs of Response Responsibility of Each Party.** Each Party is responsible for its own equipment and personnel and for any costs it may incur while performing service under this Agreement.
8. **Communications.** MESQUITE shall provide radio communications ability to **BEAVER DAM** at no cost to **BEAVER DAM**, and because of the location of their radio system, **BEAVER DAM** will assist in communications for **MESQUITE** through the Virgin River Gorge, at no cost to **MESQUITE**.
9. **Term/Termination/Cancellation of Agreement.** This Agreement shall continue in force until terminated by either Party upon at least thirty (30) days advance written notice of intention to terminate mailed to the notice address and in the manner set forth herein. This agreement is subject to cancellation pursuant to Arizona Revised Statute Section 38-511, the provisions of which are incorporated herein and made part hereof.
10. **Notices.** Any notices required under this Agreement shall be sent by certified mail, return receipt requested, to the parties as follows:

City of Mesquite  
Fire Chief  
3 John Deere Drive  
Mesquite, NV 89027

Beaver Dam / Littlefield  
Fire Chief  
P.O. Box 579  
Littlefield, AZ 89432

11. **Severability.** This Agreement is intended to comply with all provisions of the laws of the STATE OF NEVADA and the STATE 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 this Agreement shall not be affected and shall remain in full force and effect.

#### DUAL RESPONSE AREA

Dual Response Area - Geographic Limits. This Agreement shall apply to all incidents requiring the need of a fire department or emergency medical services (EMS), including structure fires in residential, commercial, recreational and rural properties, requests for emergency medical services, reported hazardous materials incidents, smoke or odor investigations, motor vehicle crashes (with or without injuries) and any other incident ("Emergency Incidents") where the first response is provided by a local fire department. This Agreement applies to all Emergency Incidents received by the Mesquite Police Dispatch

Center for addresses or occupancies within the Mesquite or Beaver Dam Fire Districts, and more specifically for addresses located within the boundaries defined by:

To the East inside Arizona – One mile within Scenic, Arizona to South Arvada Road and Interstate 15 to Mile Marker 3

12. Note: For purposes of this Agreement, the boundary will include both sides of the roadway and any property contiguous to either side of the roadway.
13. Situations Where Aid is Provided. Structure Fires and Multiple patient scenes that produce confirmed initial reports (such as on or off duty public safety officials) or multiple calls into the Mesquite Police Dispatch Center within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Mesquite and Beaver Dam Fire Departments. To accomplish this, the Mesquite Police Dispatch Center shall simultaneously dispatch both the Mesquite or Beaver Dam Fire Districts. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.
14. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

#### **PARAMEDIC TIERED RESPONSE SPECIFIC**

15. Under this Agreement either department may provide paramedic level tiered response or ambulance transport when requested. The transporting service shall bill the patient on every patient transport. Both Mesquite and Beaver Dam will maintain compliance with applicable reimbursement laws.
16. Request for Tiered Response. Requests for a tiered response shall be made through the Mesquite Police Dispatch Center.
17. Responsibility. Mesquite and Beaver Dam shall maintain responsibility for the actions of its personnel when functioning under the direction of a paramedic or qualified EMS qualified employee of either department as long as the direction provided does not violate the protocols Southern Nevada Health District EMS Division, and Kingman Regional Hospital. Ambulance Transport Ambulance transport shall be provided by the responsible department when available.

#### **PARAMEDIC INTEROPERABILITY**

18. Each department has developed Standard Operating Procedures approved by the

department's medical director that allow EMS qualified personnel (state licensed and or county certified) to utilize either services patient care equipment including the monitor/defibrillator, intravenous and pharmacy supplies while functioning under their own department protocols.

19. AUTOMATIC AID ENGINE COMPANY RESPONSE

20. As part of this Agreement, both Mesquite and Beaver Dam Fire will respond when available with a staffed engine company to all reported or confirmed structure fires at locations within either departments fire district. The dispatch of the auto-aid engine company will be made with the initial dispatch to the reported fire by the Mesquite Police Dispatch Center.

21. EMS CHANGE OF QUARTERS COVERAGE

22. In the event either City has depleted their resources or ability to respond to an additional Emergency Medical Services call, a request may be made to Mesquite Police Dispatch Center for a "Change of Quarters Ambulance". When available, the requested agency may elect to move an ambulance to the requesting jurisdiction and be available for response.

23. PERSONNEL AND EQUIPMENT

24. The Mesquite Fire Chief and the Beaver Dam Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

25. LIABILITY/INDEMNIFICATION

26. Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

27. Each party waives all claims against the other party for compensation for any property

loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

28. TERMINATION

29. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

30. PRIOR AGREEMENTS

31. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

***THE CITY OF MESQUITE, NEVADA***

***Dated:*** \_\_\_\_\_

By: \_\_\_\_\_  
Allan Litman, Mayor

By: \_\_\_\_\_  
Kash Christopher, Fire Chief

**ATTEST:**

By: \_\_\_\_\_  
Tracy Beck, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Sweetin, City Attorney

***BEAVER DAM / LITTLEFIELD FIRE DISTRICT***

***Dated:*** \_\_\_\_\_

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

By: \_\_\_\_\_  
Fire Chief

**ATTEST:**

By: \_\_\_\_\_  
City Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mohave County Deputy District Attorney