

**FIRE, MEDICAL EMERGENCIES, AND RESCUE MUTUAL-AID AGREEMENT
BETWEEN CITY OF GOODYEAR AND RURAL/METRO FIRE DEPT. INC.**

This Fire, Medical Emergencies, and Rescue Agreement (“Agreement”), made and entered into this _____ day of _____, between the City of Goodyear, Arizona, a municipal corporation (“City”), and Rural/Metro Fire Dept. Inc., an Arizona corporation (“Rural/Metro”); individually a “Party” and collectively the “Parties.”

RECITALS

Whereas, it is the desire of the Rural/Metro and the City to enter into this mutual-aid agreement for fire, medical emergencies, and rescue services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. City Response to Rural/Metro Calls. That the City’s Fire Department may respond to calls for help received from the Fire Chief of Rural/Metro or other authorized person in command of or responsible for the fire protection for Rural/Metro, provided that the response is to be given only when the City is not otherwise occupied and only when the services of the responding unit can be spared by the City with a margin of safety to protect the citizens and property of Goodyear, Arizona, and provided also that Rural/Metro agrees not to call for such help unless (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by their equipment due to resources being committed to other fires, medical emergencies or rescues simultaneously, or (b) due to the geographical distance to the call for service it would be advisable to seek assistance by a closer provider.

2. Rural/Metro Response to City Calls. That Rural/Metro may respond to calls for help received from the Fire Chief of the City or other authorized person in command of or responsible for the fire protection in the City; provided, however, that response is to be given only when Rural/Metro is not otherwise occupied and only when the services of the responding unit can be spared by Rural/Metro with a margin of safety to protect their citizens and property; and provided also that the City agrees not to call for such help unless (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by their equipment due to resources being committed to other fires, medical emergencies or rescues simultaneously, or (b) due to the geographical distance to the call for service it would be advisable to seek assistance by a closer provider.

3. Role of the Fire Chiefs in Providing Assistance. It is understood and agreed that the Fire Chief, or his/her designee, of the Party requesting assistance shall be the sole judge of how

much assistance is needed, and the Fire Chief, or his/her designee, of the Party receiving the request for assistance shall be the sole judge of how much the requested assistance it shall furnish in a given instance, and neither Party is in any way liable to the other or to any other person, firm, or corporation for failure to give the assistance asked.

4. Working with the Rural Metro Fire Chief. It is understood and agreed that the assisting fire units will work collaboratively and the Rural Metro Fire Chief or his/her designee and an Automatic Aid System partner Chief or designee. Both parties shall work in a unified command to direct the firefighting, emergency medical services, or rescue operations for the Party requesting the assistance.

5. Payment for Services Provided.

- a. It is understood that the either party may receive payment for all calls for service initiated through mutual-aid (for the avoidance of doubt this includes calls initiated with all subsidiaries of Rural/Metro to the City for fire services only).
- b. A reimbursement schedule is agreed upon by both Parties and is included in this Agreement as Appendix A.
- c. The parties shall invoice each other within 30 days of the response date. Invoices shall be paid within sixty (60) days of receipt; or in the alternative provide a written dispute to the invoice within ten (10) days of receipt. Any non-disputed invoices not paid within sixty days shall bear interest at a rate of 10% per month, until paid in full. The parties shall work together to resolve any disputed invoices within ten (10) business days of receipt to ensure compliance with the terms of this Agreement.
- d. If payment is not made by Rural/Metro within 60 days of receipt of an invoice and the City has to initiate collection pursuant to Rural/Metro's performance bond then a \$500 administrative processing fee will be added to the overdue amount owed by Rural/Metro.
- e. Billing Non-Subscribers. Rural/Metro shall have the right to invoice Non-Subscribers the market rate for its services including resources provided by the City.
- f. Term. This Agreement shall continue in force for an initial term of two (2) years ("Initial Term"). Thereafter this Agreement shall be renewed and shall continue in force until terminated by formal act of the governing body of either or both Parties to this Agreement, and if terminated by one only, 30 days' notice of intention to terminate shall be given to the other Party.
- g. Assignment. No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party.

h. Applicable Law and Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Goodyear, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

i. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

j. Indemnity and Insurance.

a. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder except to the extent that any loss, damage, expense, and liability is attributable to the negligent or willful acts and misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive revocation and/or termination of this Agreement.

b. Each party shall secure and maintain during the life of this Agreement statutory worker's compensation and employer's liability insurance, commercial general liability, public liability and property damage and automobile liability insurance, including contractual liability, with limits of not less than \$1,000,000.00 combined single limit per occurrence and not less than \$2,000,000.00 general aggregate. Each party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years.

12. Notices, Demands, and Communications between the Parties. All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent

by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City: City Manager
City of Goodyear
8401 W. Monroe Street
Peoria, Arizona 85345

With a copy to: Fire Chief
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

With a copy to: City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

To Rural/Metro: Ted Beam – Fire Chief
8465 N. Pima Road
Scottsdale, Arizona 85258

With a copy to: Legal Department
Rural/Metro Corporation
8465 N. Pima Road
Scottsdale, Arizona 85258

With a copy to: Legal Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Scottsdale, Az. 85258

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

k. Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate

authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Company.

l. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Rural/Metro. No other person shall have any right of action or claim under or by reason of this Agreement.

m. No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

n. Conflicts of Interest. The provisions of A.R.S. § 38-511 are applicable to this Agreement.

IN WITNESS WHEREOF, the City and Rural/Metro have executed this Agreement through their representatives duly authorized to execute this Agreement and bind their respective entities to the terms and obligations contained herein to be effective on the date first written above.

RURAL/METRO FIRE DEPT., INC.

By: _____

Name: _____

Its: _____

THE CITY:

Brian Dalke, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

Appendix A - Rural / Metro Billing Rates

Apparatus / Number of Personnel	Hourly Rate	15 Minute Increment Rate
Brush Truck / Two Personnel	\$228.38 / Per Hour	\$57.10 / Per 15 Minutes
Fire Engine / Four Personnel	\$426.76 / Per Hour	\$106.69 / Per 15 Minutes
Ladder Tender / Four Personnel	\$426.76 / Per Hour	\$106.69 / Per 15 Minutes
Ladder Truck / Four Personnel	\$513.76 / Per Hour	\$128.44 / Per 15 Minutes
Command Vehicle / Two Personnel	\$244.38 / Per Hour	\$61.10.44 / Per 15 Minutes
Support Vehicle / Two Personnel	\$228.38 / Per Hour	\$57.10 / Per 15 Minutes
Water Tender / One Person	\$183.69 / Per Hour	\$45.93 / Per 15 Minutes
Staff Vehicle / One Person	\$147.69 / Per Hour	\$36.92 / Per 15 Minutes

All billing will be done starting with a One Hour minimum, and then will be in 15 minute increments; starting with Dispatch time, and ending with Available On Radio (AOR) time.