



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 648

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT BETWEEN THE MARINE CORPS AIR STATION (MCAS) AND THE CITY OF SAN LUIS, ARIZONA.

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with MCAS; and

Whereas, the parties to the Intergovernmental Agreement desire to enter said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement as attached hereto is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 23rd, day of November, 2005.

APPROVED:

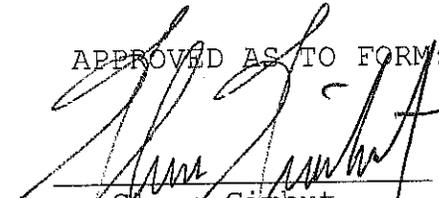
Guillermina Fuentes,
City Mayor

ATTEST:



Rosalicia Cordova,
City Administrator

APPROVED AS TO FORM:



Glenn Gimbut,
City Attorney

MUTUAL ASSISTANCE AGREEMENT

FOR

FIRE, MEDICAL, HAZARDOUS MATERIAL, CBRNE, MASS CASUALTY
EMERGENCIES AND OPERATIONAL SUPPORT

This agreement made and entered into this 23rd day of November 2005 by and between the City of San Luis, Arizona, and the Marine Corps Air Station (MCAS), Yuma Arizona.

WITNESSESETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, the provision of emergency medical care, the stabilization and containment of other emergencies within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the fire protection, emergency medical, hazardous material, CBRNE (Chemical, Biological, Radiological, Nuclear, and High Yield Explosive) and mass casualty response capability available in their various establishments, districts, agencies, and municipalities in the events of large fires or conflagrations, and/or chemical spills releases or leaks, or other emergencies, and

WHEREAS, the U.S.M.C. manages the Barry M. Goldwater (BMG) aerial gunnery range and

WHEREAS, the portions of the BMG range can receive a quicker emergency response if provided by the City of San Luis Fire Department, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in a fire or other emergency is deemed feasible, and

WHEREAS, it is the policy of the Navy Department and of the municipalities or other districts and their governing bodies to conclude such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practical and beneficial for the parties to this agreement to render assistance to one another in accordance with the terms:

I. MUTUAL AID RESPONSE UPON REQUEST BY THE PARTIES

The parties shall respond to a request by the other party following:

- A. Fire or Other Emergencies: Providing that resources are available the City of San Luis and MCAS Fire & Emergency Services will both respond to any structural Fire or other emergency at MCAS Yuma or within the San Luis city limits.
- B. Medical Emergencies: The City of San Luis/MCAS Fire & Emergency Services will both respond to emergency medical incidents at MCAS Yuma or within the San Luis city limits.
- C. Hazardous Material Emergencies/CBRNE
 1. The City of San Luis Fire Department/MCAS Fire Department will both assist in the emergency stabilization, containment and identification of chemicals and/or substances involved in a spill, release, or leak that pose a serious risk to public health or safety consistent with their level of training and capabilities.
 2. Continuing cleanup action beyond the scope of the emergency response remains the responsibility of the requesting agency.
- D. Extraordinary Emergency Events
 1. It is recognized that the parties to this agreement may maintain agreements with other emergency response agencies and that both agencies may not hold agreements with the same agencies. If a party to this agreement responds to a emergency upon the request of another agency in which both parties do not have formal agreements the agency bound by an agreement can request assistance from the other for purpose of augmenting its emergency resources at the emergency scene or to provide protection within its jurisdiction. Any requesting parties not belonging to a mutual aid agreement shall be responsible for the direct expenses and losses in which additional fire fighting costs are incurred by the responding party.
 2. The requesting agency must ensure that the jurisdiction with responsibility for the emergency has established an Incident Command with a minimum of Incident Commander, Safety Officer and Accountability Officer. If the department with jurisdiction does not meet the minimum incident command requirement it would then be incumbent on the organization requesting assistance and a signatory to this agreement to establish an incident command for the purpose of organizing and providing safety functions for the parties to this agreement.

3. The parties to this agreement agree to provide mutual assistance in the event of a weather related, earthquake related or any other type of emergency condition depending on the availability of resources.

E. Fire Investigation

1. Whereas the parties to this agreement maintain trained fire investigation staff both agencies agree to assist each other with investigations upon request.

II. TERMS AND CONDITIONS OF RESPONSE

A. When it is deemed advisable by the senior officer of either fire department belonging to a party to this agreement, or by the senior officer of any such fire department actually present at any fire, to request fire fighting, medical, ARFF, hazardous materials, CBRNE response assistance under the terms of this agreement, such individual is authorized to do so, and the senior officers on duty of the fire department receiving the request shall forthwith take the following actions:

1. Immediately determine if apparatus and personnel can be spared in response to the call.
2. Determine what apparatus and personnel might most effectively be dispatched.
3. Determine the mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the fire department involved.
4. Forthwith dispatch such apparatus and personnel as, in the judgment of the senior officer receiving the call, should be sent, with complete instructions as to the mission, in accordance with this agreement.
5. A responding party will be released by the requesting organization when the services of the responding party are no longer required or when the responding party is needed within the area that is normally provided fire and emergency protection.

B. Under terms of this agreement the term "upon request" constitutes mutual assistance, and the number of personnel and equipment to be provided will be contingent on the type and scope of the emergency as well as each agency's requirement at the time of a request. The rendering of automatic or mutual assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting service of, or for any reason, that assistance cannot be rendered.

C. It shall be the responsibility of the party requesting assistance to ensure appropriate fire fighter safety and rehabilitation services be provided to all

personnel involved in the emergency response to include appropriate medical care, food, water, fuel and other logistical support as necessary.

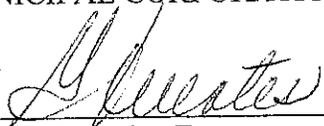
- D. To ensure communications during emergency operations between fire departments belonging to a party to this agreement, MCAS Yuma Fire Department and Aircraft Rescue and Fire Fighting vehicles will be authorized to use the City of San Luis radio frequencies and vice-versa for communications during mutual assistance responses. Both the City of San Luis and MCAS Yuma Fire Department and Aircraft retain the right to deny use of the frequencies to one another with 60 days written notice.
- E. The parties to this agreement shall meet no less than annually to validate equipment compatibility and to ensure interoperability.
- F. Each party waives all claims against every other party for compensation for any loss, damage, injury, or death as consequence of the performance of this agreement except those claims authorized by subparagraphs 1. and 2.
 - 1. Materials used in the support of hazardous materials emergency responses shall be replaced in kind by the requesting agency.
 - 2. Direct expenses and losses, which are additional, fire fighting cost over and above normal operating costs incurred while fighting a fire on property, which is under the jurisdiction of the United States, may be reimbursed in accordance with the Federal Fire Prevention and Control Act of 1974 (Public Law No. 93-498, 15 U.S.C. 2201 et. seq.) And it implementing regulation (44 C.F.R. 151).
 - 3. In connection with this automatic/mutual aid fire fighting assistance agreement any service performed by Marine Corps or City of San Luis personnel shall constitute service rendered in the line of duty.
 - 4. The performance of such service by personnel other than those employed by the United States Marine Corps shall not constitute such individual as officer or employee of the United States.
- G. The responding organization shall report to the official in charge of the requesting organization and shall be subject to the orders of the official. Each official is responsible for the conduct of his or her subordinates during the duration of the emergency and for ensuring that his or her personnel are properly equipped with all required personal protective equipment.
- H. Staff and Line Officers from each organization shall be trained in the Incident Command system and shall be utilized to staff the incident command for either agency.

- I. The parties to this agreement shall meet and draft standard operating procedures/ plans for the following: Incident Command, Communications, Fire Ground Operations, Hazardous Material Operation, CBRNE events, Emergency Medical Casualty Responses. The technical heads of the fire departments and other divisions, units or shops of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement.
- J. In as much as practical parties to this agreement will comply with Yuma area mutual assistance operational plans developed for the coordinated response for all Yuma area Fire Departments.
- K. The parties to this agreement are encouraged to develop and participate in joint training exercises during the year. The parties to this agreement shall be allowed to utilize all training facilities and equipment under the control of either party as long as said use does not interfere with jurisdiction controlling the facility and or equipment.
- L. Emergency equipment loan: Both parties to this agreement will maintain a fleet of emergency response vehicles and equipment. When mechanical or other break downs occur which places a jurisdiction in a situation where an adequate number of vehicles or equipment is not available to maintain their mission capability, the parties to this agreement shall be allowed to borrow/loan vehicles and equipment from each other when said vehicles/equipment is available. Either party may cancel the loan of emergency equipment at any time based upon the need within its own jurisdiction. The borrow/loan of equipment will be at the discretion of the providing agency and is subject to recall with a 1-hour notice.
- M. Manpower Exchange. The parties to this agreement are encouraged to cross-train personnel for the purpose of training and learning each other's operations.
- N. The Chief Officers and personnel of the fire department of all parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activity for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
- O. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

P. The San Luis City Council enters into this agreement pursuant to its power to adopt intergovernmental agreements as granted in the Arizona Revised Statutes A.R.S. §11-952.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at San Luis, Arizona on the day and year first above written.

CITY OF SAN LUIS
A MUNICIPAL CORPORATION

By 
Guillermina Fuentes,
City Mayor

MARINE CORPS AIR STATION,
YUMA, ARIZONA

By _____
Ben D. Hancock,
Colonel, US Marine Corps
Commanding Officer

ATTEST:


Rosalicia Cordova,
City Administrator

APPROVED AS TO FORM:


Glena Gimbut,
City Attorney