



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE CITY OF SOMERTON, ARIZONA FOR MEDICAL MUTUAL AID

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 as Exhibit "A", is hereby ratified 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 10<sup>th</sup> day of November, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay M. Macuil  
City Attorney

## MEDICAL MUTUAL AID AGREEMENT

Agreement made this 10<sup>th</sup> day of November, 2015 between the City of Somerton, Arizona, a municipal corporation, ("Somerton"), and the City of San Luis, Arizona, a municipal corporation, ("San Luis").

Whereas Somerton operates an ambulance service pursuant to a Certificate of Necessity issued by the State of Arizona, Department of Health Services which territory includes the municipal limits of the City of San Luis, Arizona;

Whereas San Luis has been granted a Certificate of Necessity issued by the State of Arizona, Department of Health Services to operate an ambulance service in the municipal limits of the City of San Luis and its territory adjoins other territory served by Somerton;

Whereas both parties realize that emergency situations may occur at any time without warning that may limit the capabilities of either municipality to provide appropriate ambulance services to residents within their respective service areas;

Whereas, A.R.S. §11-952 provides that cities may enter into agreements for joint or cooperative action; and

Whereas, Somerton and San Luis desire to enter into this agreement on the terms and conditions hereinafter stated;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. That Somerton may respond to calls for service received from an authorized agent of San Luis or dispatch for emergency medical assistance in the area of service normally covered by San Luis.
2. That San Luis may respond to calls for service received from an authorized agent of Somerton or dispatch for emergency medical assistance in the area of service normally covered by Somerton.
3. The authorized agent of the requesting party shall be the sole judge of how much assistance is needed and the authorized agent of the responding party shall be the sole judge of how much of the requested assistance it can furnish in any given instance, and neither party in any way shall be liable to the other or to any other person, firm, or corporation for failure to provide the assistance requested.
4. The assisting medical emergency units shall work under the authorization of the requesting party authorized agent.

5 For the period of October 1, 2015 through September 1, 2016, it is agreed that Somerton shall have permission to stage up to two ambulances at the City of San Luis Fire Station in San Luis, Arizona for the purposes of providing cooperative mutual aid pursuant to this agreement. Thereafter ambulances of Somerton may be staged in San Luis as the parties may mutually agree.

6. Somerton and San Luis dispatch/communication centers shall identify requests for service, confirm the location of the incident, and dispatch the appropriate agency. Those calls for mutual aid originating from other than Somerton's or San Luis's respective dispatching/communications centers will be confirmed to be an authorized request for assistance prior to initiating a mutual aid response.

7. In as much as Somerton and San Luis both serve southern Yuma County, it is agreed that their respective dispatch/communications centers will coordinate to identify the closest responding ambulance and dispatch the same as the first due ambulance.

8. Both Somerton and San Luis retain the right to bill the patient for services rendered.

9. The term of this agreement shall be for a period of five years from date of this agreement. Either party may terminate this agreement by giving thirty (30) days notice of the intention to terminate to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona  
Municipal Corporation

THE CITY OF SOMERTON, an Arizona  
Municipal Corporation

By:   
\_\_\_\_\_  
Mayor

By:   
\_\_\_\_\_  
Mayor

Attest:  
  
By:   
\_\_\_\_\_  
Clerk

Attest:  
  
By:   
\_\_\_\_\_  
Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 10 day of November 2015

  
\_\_\_\_\_  
City Attorney

APPROVAL BY ATTORNEY

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this 15 day of Dec. 2015

  
\_\_\_\_\_  
City Attorney