RESOLUTION 024-2019

MUTUAL AID AGREEMENT
IN VOLVING FIRE PROTECTION and
EMERGENCY MEDICAL SERVICES for EMERGENCY SUPPORT SERVICES with
ALPINE FIRE DISTRICT

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into by and between the County of Catron, New Mexico, and The Alpine Fire District, Arizona, (collectively referred to as “the Parties”) and is effective upon the approval of the governing bodies or authorized signatory of each Party.

WHEREAS, mutual aid agreements are authorized by NMSA 1978, 59A-53-5.3(B) and 59A-53-17; and, the Parties find that they each have ability to provide mutual assistance to one another, particularly the Luna Fire District.

THEREFORE, the Parties mutually agree as follows, with respect to the Luna Fire District and the Alpine Fire District providing mutual assistance to one another across jurisdictional lines:

1. Subject to the availability of personnel and equipment, the Fire Departments of Luna and Alpine render Mutual Aid to each other in emergency responses and preserving life and property, outside their geographic area and responsibility, to one another when the emergency situation exceeds the emergency response capacity and capabilities of the primary responding agency. Such assistance shall be the consideration for this Agreement.

2. Neither party is obligated to respond to support the other party or to provide equipment if the responding party has priorities within their area and may not respond if response would create a situation wherein the geographic area of responsibility of the responding party is left without support, or is vulnerable to an emergency crisis of its own.

3. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and preserving life and property, except as negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 13. This does not include cost recovery, as allowed by law, available to the responding organization from a responsible third party.

4. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either Party shall constitute service rendered in the line of duty in such office, employment or volunteer service.
5. The Parties each agree to use its best efforts to protect the other's equipment and personnel, furnished pursuant to this Agreement, during periods of civil disturbance. In the event such protection is deemed inadequate by either Fire Chief, either party may refuse to provide equipment and personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.

6. During all responses, both Parties will follow the National Incident Management System. Each party will follow the requesting party's usual procedures to ensure that a chain-of-evidence is maintained. Notwithstanding any provisions herein, the officer in charge of the responding organization may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment are subjected to unnecessary risk or danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.

7. Any dispatch of equipment and personnel in Mutual Aid pursuant to this Agreement is subject to the following conditions:

   a. A request for Mutual Aid hereunder shall be made by a chief officer level of each of the departments and include a statement of the amount and type of equipment and number of personnel requested and shall specifically state the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished, if any, shall be determined by a representative of the responding organization.

   b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a National Incident Management System.

   c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection and EMS Services.

   d. Upon release from the incident, the officer in charge from the responding organization will properly document that organization's role in regards to the incident and forward this documentation to the requesting party in a timely manner.

8. As between the parties, each party will be solely responsible for liability arising from personnel injury or damage to person's property occasioned by its employees or agents. The liability of the Counties shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

9. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
10. This Agreement is effective upon the date of signing of the last party hereto and shall continue in force for a period of five (5) years thereafter, unless sooner terminated by either party upon thirty (30) days prior written notice to the other.

11. This Agreement supersedes all previous contracts between the parties for Mutual Aid in Fire Protection and Emergency Medical Services and may not be amended except by a written instrument executed by the parties hereto.

12. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the County Manager for Catron County and the appropriate signatory for the Alpine Fire District.

13. The parties’ Fire Chief or Emergency Manager, in the case of the County, may establish, alter, and amend operating and procedural guidelines between the respective departments in conformity with this Mutual Aid Agreement by written proposal. The changes to the operating and procedural guidelines shall be effective when accepted in writing by both Fire Chiefs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

COUNTRY OF CATRON:

APPROVED, ADOPTED, AND PASSED on this 13th day of Dec 2018.

Anita Hand  
Commissioner, District I

Glyn Griffin  
Commissioner, District II

Van J. "Bucky" Allred  
Commissioner, District III

Attest:

Keith Riddle  
Catron County Clerk
ALPINE FIRE DISTRICT:

APPROVED, ADOPTED, AND PASSED on this 19th day of AO, 201B.

TITLE: Board Chairman

Attested: