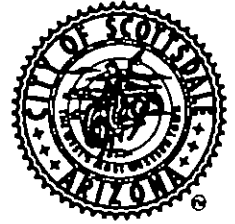


# CITY COUNCIL REPORT



Meeting Date: August 24, 2021  
General Plan Element: **Public Services & Facilities**  
General Plan Goal: **Partner with other jurisdictions and agencies**

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## ACTION

Adopt Resolution No. 12159 approving Agreement No. 2021-056-COS between the City of Scottsdale and the Rural/Metro Fire Department, Inc. (RMFD) to allow each party's Fire Department to provide mutual aid to the other.

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## BACKGROUND

The City of Scottsdale Fire Department has responded to jurisdictions serviced by RMFD upon a mutual aid request pursuant to a previous agreement 2017-070-COS, dated July 1, 2017. A mutual aid request requires a formal request, through the dispatch system, by the actual RMFD first responders providing the emergency services. The RMFD is not part of the Phoenix Regional Dispatch Center or the automatic aid system. Any mutual aid requests are processed and dispatched to meet the approved and agreed upon standard operating guidelines of the Phoenix Regional Dispatch Center. Mutual aid requests and responses help increase the capabilities of both fire departments' operations through increased inter-operability in mutual situations thereby increasing public safety for both operations. The proposed agreement will formalize, authorize and create a framework for mutual aid between the City and RMFD Fire Departments.

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## ANALYSIS & ASSESSMENT

### Recent Staff Action

City of Scottsdale Fire Department staff collaboratively reviewed the agreement with RMFD and believes this agreement will be beneficial to both agencies and the communities they serve. In addition, this will assist both agencies through increased inter-operability in mutual aid situations thereby increasing public safety for both operations.

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## RESOURCE IMPACTS

### Available funding

Existing budgets cover any costs associated with this Agreement.

**Staffing, Workload Impact**

Existing and deployed operational fire department assets will perform any necessary services and/or duties related to this agreement. Additional funding requests are not anticipated as a result of this agreement.

**Future Budget Implications**

No additional funding is being requested.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Staff recommends that the City Council adopt Resolution No. 12159 approving Agreement No. 2021-056-COS between the City of Scottsdale and the RMFD to allow each party's Fire Department to provide mutual aid to the other.

**RESPONSIBLE DEPARTMENT(S)**

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Fire Department

**STAFF CONTACT(S)**

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Ryan Freeburg, Assistant Fire Chief, [rfreeburg@scottsdaleaz.gov](mailto:rfreeburg@scottsdaleaz.gov)

**APPROVED BY**

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Tom Shannon, Fire Chief  
(480) 312-1821, [tshannon@scottsdaleaz.gov](mailto:tshannon@scottsdaleaz.gov)

8/2/2021  
Date



Jim Thompson, City Manager  
(480) 312-2811, [jthompson@scottsdaleaz.gov](mailto:jthompson@scottsdaleaz.gov)

8/5/21  
Date

**ATTACHMENTS**

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1. Resolution No. 12159
2. Mutual Aid Agreement No. 2021-056-COS

RESOLUTION NO. 12159

RESOLUTION OF THE COUNCIL OF THE CITY OF  
SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING  
THE CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH  
THE RURAL/METRO FIRE DEPARTMENT, INC.

WHEREAS, this Mutual Aid Agreement will allow the City of Scottsdale Fire Department and Rural/Metro Fire Department, Inc., to provide each other with mutual aid and will also help increase the public safety capabilities of each party through increased inter-operability in mutual aid situations thereby increasing public safety for the communities served by both fire departments; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Mutual Aid Agreement No. 2021-056-COS, between the City of Scottsdale and the Rural/Metro Fire Department, Inc.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 24<sup>th</sup> day of August, 2021.

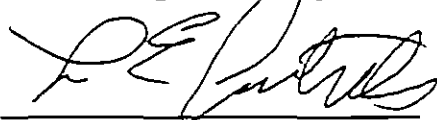
CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane  
City Clerk

\_\_\_\_\_  
David D. Ortega  
Mayor

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney  
By: Luis E. Santaella, Deputy City Attorney

**FIRE, EMERGENCY MEDICAL, AND RESCUE RESPONSE AGREEMENT  
BETWEEN THE CITY OF SCOTTSDALE AND RURAL/METRO FIRE DEPT. INC.**

This Fire, Emergency Medical, and Rescue Response Agreement ("Agreement"), made and entered into \_\_\_\_\_, 2021 (the "Effective Date"), by the City of Scottsdale (the "City"), an Arizona municipal corporation acting by and through its Fire Department (the "Department"), and Rural/Metro Fire Dept. Inc. ("Rural/Metro"), an Arizona corporation; individually a "Party" and collectively the "Parties."

**AGREEMENT**

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

1. City Response to Rural/Metro Calls. The 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 provided by Rural/Metro; provided, however, that the response is to be given only when the Department is not otherwise occupied and only when the services of the responding unit can be spared by the Department with a margin of safety to protect the citizens and property of the City. 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 its 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 in the interest of public safety to seek assistance from a closer provider.

2. Rural/Metro Response to City Calls. Rural/Metro may respond to calls for help received from a Chief Officer of 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 its customers and their property. 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 its 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 in the interest of public safety to seek assistance from a closer provider.

3. Role of the Fire Chief 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, which shall be consistent with the response protocols within the automatic aid system to which the City belongs (the "Automatic Aid System"), and the Fire Chief, or his/her designee, of the Party receiving the request for assistance shall be the sole judge of how much of 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 requested.

4. Working Under the Direction of a Unified Command Structure. It is understood and agreed that the responding fire units shall work under the direction of a unified command structure which shall be responsible for directing the firefighting, emergency medical services, or rescue operations.

5. Operational Consistency. For consistency of incident operations it is understood and agreed that the responding units shall operate in accordance with the operational procedures established in Phoenix Volume 2: Regional Standard Operating Procedures.

6. Billing Non-Subscribers. Nothing within this Agreement is intended to change or modify Rural/Metro's legal right to invoice Non-Subscribers the market rate for its services.

7. Term. This Agreement shall commence on the Effective Date and continue in force for three years, at which time the Agreement will be reviewed by the Parties and may be renewed thereafter for an additional three-year period on the annual anniversary hereof unless terminated by formal act of the governing body of either or both Parties to this Agreement. If terminated by only one Party, the terminating Party must provide written notice of intention to terminate; this Agreement will terminate 30 days after such notice is given to the other Party.

8. Assignment. No Party may assign this Agreement without first obtaining the prior, written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party.

9. 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. Prior to litigation in any court, the Parties agree to mediate any dispute between them with the assistance of an independent mediator, to be appointed as they may agree. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Phoenix, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

10. 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.

11. Indemnity and Insurance.

a. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, pursuant to Arizona law, 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, but only to the extent that any loss, damage, expense, and liability is attributable to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive for a period of three years following 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 after this Agreement is terminated for any reason.

12. Non-Discrimination. Rural/Metro warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Rural/Metro shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Age Discrimination Act of 1975. The Parties agree to comply with Arizona Governor's Executive Order 2000-4, and Arizona Governor's Executive Order 2009-09 – "Prohibition of Discrimination in Contracts, Non-Discrimination in Employment by Government Cooperators and Sub Contractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5". Further, the Parties will not participate either directly or indirectly in the discrimination prohibited by the Genetic Nondiscrimination Act of 2008.

13. Legal Arizona Workers Act Compliance. Rural/Metro is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of its employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Rural/Metro further agrees to ensure that each subcontractor that performs any work under this

Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of this Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

14. Non-appropriation. This Agreement shall be subject to available funding for City, and nothing in this Agreement shall bind City to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

15. Notices, Demands, and Communications Between the Parties. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

To City:

City of Scottsdale  
3939 Drinkwater Blvd.  
Scottsdale, AZ 85251  
Attn: Jim Thompson, City Manager

With a copy to:

Scottsdale City Attorney's Office  
3939 Drinkwater Blvd.,  
Scottsdale, AZ 85251

Attn: Sherry Scott, City Attorney

With additional copy to:

Tom Shannon, Chief of Department  
Scottsdale Fire Department  
8401 Indian School  
Scottsdale, AZ 85251

To Rural/Metro:

Rural/Metro Fire Department  
Central Arizona Fire Operation  
3051 S Wilson St.  
Tempe, Arizona 85282  
Facsimile: 480-681-4369  
Attn: Fire Chief

With copy to:

Global Medical Response  
6363 S Fiddler's Green Circle, 14th Floor  
Greenwood Village, CO 80111  
Attn: Legal Department

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes 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 Rural/Metro.

17. 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.

18. 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.

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

20. Israel. Rural/Metro certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in A.R.S. § 35-393.

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.

[SIGNATURES ON FOLLOWING PAGES]

**Rural/Metro**

RURAL/METRO FIRE DEPT., INC.,  
an Arizona corporation

By:   
Brian Davis  
Fire Chief, West Group

City

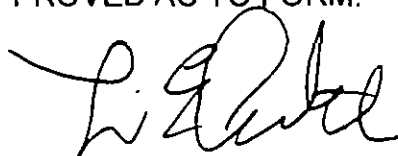
CITY OF SCOTTSDALE  
an Arizona municipal corporation

\_\_\_\_\_  
David D. Ortega, Mayor

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sherry Scott, City Attorney  
By: Luis E. Santaella  
Deputy City Attorney