

**MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES
BETWEEN
RINCON VALLEY FIRE DISTRICT
AND
SONOITA ELGIN FIRE DISTRICT**

This Mutual Aid Agreement is made and entered into effective on the 22nd day of December, 2025, by and between Rincon Valley Fire District ("RVFD") and Sonoita Elgin Fire District ("SEFD").

WHEREAS, RVFD and SEFD recognize the necessity to cooperate and work together to provide mutual aid and contingency assistance at certain times when either agency requests such mutual aid or assistance.

For valuable consideration including the mutual covenants set forth in this Agreement, the parties agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to secure to each party the benefits of protection of life and property through mutual aid for fire suppression, emergency medical services, hazardous material, and technical rescue emergencies, hereby referred to as ALL HAZARD RESPONSE.

2. ALL HAZARD RESPONSE

2.1 Upon the request of an authorized public safety representative from SEFD to an authorized representative from RVFD, apparatus and personnel of RVFD will be dispatched to any point within SEFD's jurisdiction as designated by the SEFD Incident Commander.

2.2 Upon the request of an authorized public safety representative from RVFD to an authorized representative from SEFD, apparatus and personnel of SEFD will be dispatched to any point within RVFD's jurisdiction as designated by the RVFD Incident Commander.

2.3 SEFD and RVFD shall conduct operations based upon NIMS guidelines and utilize an ICS structure.

2.4 Requests for aid are subject to available resources, reporting to the IC, and release when no longer needed.

2.5 This Agreement does not authorize automatic EMS transport aid.

2.6 This Agreement shall comply with Arizona Department of Health regulations.

3. COMPENSATION

3.1 Either party may request reimbursement for direct expenses exceeding normal operating costs.

3.2 Each party providing billable services shall charge its normal fees.

4. WORKERS' COMPENSATION RESPONSIBILITY

4.1 Employees acting within the other party's jurisdiction are deemed employees of both for workers' compensation purposes.

4.2 Primary employers remain solely responsible for payment of benefits.

4.3 Required notices shall be posted per A.R.S. § 23-1022(E).

5. EFFECTIVE DATE OF AGREEMENT

5.1 This Agreement shall take effect on 22 December 2025.

6. TERM AND RENEWAL

6.1 Agreement remains in effect for five years and automatically renews for successive five-year terms unless otherwise terminated.

7. TERMINATION

7.1 Either party may terminate with 90 days' written notice. Either party may terminate this Agreement immediately upon written notice should the other party lose its insurance coverage.

8. INDEPENDENT STATUS OF PARTIES

8.1 Parties act independently and cannot bind one another. Nothing in this Agreement is intended to create any partnership or joint venture between the Parties.

8.2 Employees of a party do not become employees of the other party.

9. CONTRACT ADMINISTRATION

9.1 This Agreement may be executed in counterparts.

9.2 Amendments to this Agreement must be in writing and signed by the parties.

10. CONSTRUCTION OF AGREEMENT

10.1 This Agreement is governed by Arizona law and venue shall be in Pima County, Arizona.

10.2 This Agreement represents the entire agreement between the parties.

10.3 This Agreement does not alter the jurisdictional boundaries of the parties.

11. COMPLIANCE WITH LAWS

11.1 The parties shall comply with all applicable laws, rules, regulations, and executive orders.

11.2 The provisions required by law to be in this Agreement are incorporated by reference.

11.3 The parties shall comply with all Federal, State and local nondiscrimination laws and regulations.

11.4 This Agreement is subject to A.R.S. § 38-511 conflict-of-interest requirements.

11.5 The parties shall comply with applicable federal immigration laws.

11.6 The parties shall comply with A.R.S. §§ 35-391 and 35-393 regarding scrutinized business operations.

12. INDEMNIFICATION AND INSURANCE

12.1 To the extent permitted by applicable law, each Party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other Party ("Indemnitee") from and against any and all claims, losses, liabilities, costs, and expenses (collectively, "Claims") that an Indemnitee incurs from a third-party due to the bodily injury or death of any person or the damage to any property caused by the act, omission, negligence, misconduct, or fault of the Indemnitor or its officers, employees, agents, and volunteers under this Agreement.

12.2 The Indemnitor also agrees to indemnify, defend, and hold harmless the Indemnitee from all Claims that the Indemnitee incurs from any bodily injury, death, or property damage incurred by an employee, agent, or volunteer of the Indemnitee under this Agreement, including all claims and amounts arising out of, or recovered under, the workers' compensation laws.

12.3 If a Claim or Claims become subject to subsections (12.1) and (12.2), above, the Parties shall expeditiously meet to discuss a common and mutual defense, including proportional liability and payment of possible litigation expenses and money damages.


12.4 The indemnity requirements, above, shall survive termination of this Agreement.

12.5 Nothing contained in this Agreement shall change the standards of care or supersede any immunities provided by applicable law.

12.6 The Parties shall maintain sufficient policies of public liability insurance to cover all of their activities and commitments under this Agreement. Should either Party lose insurance coverage, for any reason, that Party shall immediately notify the other Party, in writing.

[signatures follow on next page]

FOR RINCON VALLEY FIRE DISTRICT:


Authorized Signatory
Date: 1-16-26


FOR SONOITA ELGIN FIRE DISTRICT:

Authorized Signatory
Date: _____

ATTORNEY CERTIFICATION

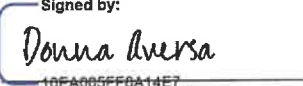
This Agreement between the Rincon Valley Fire District and the Sonoita Elgin Fire District has been reviewed pursuant to A.R.S. § 11-952(D) by the undersigned attorneys, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the parties to the Agreement.

Sonoita Elgin Fire District:



Attorney for Sonoita Elgin Fire District
Date: January 5, 2026

Rincon Valley Fire District:

Signed by:

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Attorney for Rincon Valley Fire District
Date: 1/8/2026