

Master Agreement

INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF UNIFIED EMERGENCY MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made and entered into this _____ day of _____ 2015, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and _____, hereinafter called "Public Agency", per A.R.S. §11-951.

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage an unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to A.R.S. §§11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Public Agency shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Public Agency. See Attachment "B" for a list of definitions and Attachment "C" for a comprehensive list of services provided (incorporated herein by reference).
2. The unified emergency management organization is hereby designated as the Yavapai County Emergency Management Interagency Coordination Committee.
3. The County will perform the following services with the Public Agency:
 - a. Planning:
 1. Include emergency operations of the Public Agency in the County Emergency Operations Plan (EOP) covering emergencies and disasters;
 2. Review and assist in the development of the Public Agency Emergency Operations Plan for completeness, compatibility, alignment, and compliance with the National Incident Management System (NIMS), County Emergency Operations Plan, State Emergency Operations Plans, and provide improvements and updates as necessary.
 3. Provide assistance to the Public Agency to develop/update emergency management plans, procedures, and programs in each of the following areas (such list not to be exclusive): Emergency Operations Planning,

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- Continuity of Government, Emergency Evacuation, Shelter, Recovery, Mitigation, Access and Functional Needs, Warning and Public Information, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Public Agency departments affected by said plans and programs;
4. Assist the Public Agency with developing and/or updating a current inventory of all equipment and supplies available in the Local Jurisdiction for use in the event of any disaster;
 5. Provide a current inventory of all equipment and supplies available in the County to assist the Public Agency in the event of any disaster.
- b. Training and Exercise: As Federal, State, or Local funds are available, and/or cooperative agreements, the County in its discretion will provide emergency management all hazards training and exercise opportunities for the Public Agency in accordance with the Multi Year Training and Exercise Plan (MYTEP).
- c. Provide technical assistance in obtaining Federal or State funds which may become available to the Public Agency for emergency management/services purposes.
- d. Assist in completing and submitting all report requirements emanating from State or Federal Government Emergency Management or Homeland Security Agencies;
- e. Develop the Yavapai County Emergency Management Interagency Coordination Committee (see section 4a);
- f. Disaster Support:
1. Upon request by Public Agency officials, the County will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 2. In the event of disaster confined to the Public Agency Jurisdiction, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with the Yavapai County Emergency Operations Plan, mutual aid agreements, and State and/or Federal laws.
 3. In accordance with the Yavapai County Emergency Operations Plan, Yavapai County may activate an Emergency Operations Center (EOC) in support of an evolving incident, and/or in support of the Public Agency's EOC.
 4. At the request of the Public Agency, Yavapai County Emergency Management may open a unified EOC on the Public Agency's behalf. Cost share in accordance with federal and state law may apply (Stafford Act, 44CFR, and AAC title 8).

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5. Pass through all declarations for Emergency or Disaster to the State, in accordance with Stafford Act Authorities, 44 CFR, ARS title 26, and AAC title 8.
 6. Assist in all federal, state, or local recovery functions for the Public Agency.
4. The Public Agency shall:
- a. By this agreement become a member, and through appointment provide a representative to serve on the Yavapai County Emergency Management Interagency Coordination Committee:
 1. The purpose of the committee is to collaborate, coordinate, communicate, and integrate a strategic vision of emergency management for the County as well as the Public Agency, and provide necessary input for the development of a comprehensive emergency management program inclusive of a whole community.
 2. The Emergency Management Interagency Coordination Committee shall meet not less than once a quarter;
 3. The Public Agency shall appoint an Emergency Management Representative for the jurisdiction, who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the Public Agency's chief executive officer or governing body.
 4. The Committee shall ensure National Incident Management System (NIMS) compliance, in accordance with Homeland Security Presidential Directive 5 for the Public Agency, and adopt NIMS as the Public Agency's management system for disaster response by resolution.
 5. Representatives to the Yavapai County Emergency Management Interagency Coordination Committee must be NIMS compliant in accordance with HSPD-5, and have operational knowledge of their respective jurisdiction.
 - b. Planning:
 1. Accept joint responsibility to maintain and keep current the Yavapai County Emergency Operations Plan, appendices, and annexes as it relates to the Public Agency;
 2. Accept responsibility to maintain and keep current the Public Agency Emergency Operations Plan, appendices, and annexes;
 - c. Training and Exercise:
 1. As needed, make personnel available for training and exercises.
 2. Personnel backfill and overtime for training and exercises is the

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responsibility of the Public Agency.

d. Disaster Response/Support:

1. Request necessary and available assistance from the County with emergency management under normal and/or emergency or disaster conditions;
2. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Public Agency;
3. Notify Yavapai County Office of Emergency Management of any incident which requires activation of an EOC, sheltering of population exceeding 12 persons, resource requests outside of Yavapai County, or any incident which exceeds the Public Agency's capability to respond;
4. Coordinate resource requests with the County EOC;
5. Notify the County if a unified EOC is requested by the Public Agency. The Public Agency will make available personnel for Policy and Operational coordination to serve in the EOC. Other EOC staffing positions will be filled by the County as needed, in accordance with the Yavapai County Emergency Operations Plan (YC-EOP).

- e. In consideration of services provided: The Public Agency will budget and contribute to the County, per annum, for each fiscal year commencing July 1 and ending June 30, for the duration of the agreement, as shown in Exhibit A. Said amount shall be payable by the Public Agency to the County on or before October 31st of each year that this agreement remains in effect.

5. Additional Terms and Conditions:

- a. Representation: To foster an inclusive environment which benefits all parties, in the purpose of development of comprehensive emergency management program, the Yavapai County Office of Emergency Management will incorporate the Public Agency's appointed representative to the Yavapai County Emergency Management Interagency Coordination Committee;
- b. Director: The Yavapai County Office of Emergency Management shall be comprised of a County Emergency Manager, who shall serve as the Director of the County Emergency Management Interagency Coordination Committee, appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
- c. Term: The term of this agreement is for five years commencing July 1, 2015, and ending June 30, 2020. Following the initial term, this agreement will automatically renew each year for an additional one year term unless it is terminated by either

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party by providing written notice of termination to the other party prior to expiration of the agreement.

- d. Amendment: This agreement may be amended from time to time by written agreement executed by all parties.
- e. Conflict of Interest Pursuant to A.R.S. §38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.
- f. Arizona Law: The law of Arizona applies to this IGA.
- g. Relationship of Parties: Neither party to this agreement shall be deemed to be the employee or agent of the other party to the IGA.
- h. Severability: If any provision(s) of this agreement is/are invalid, illegal, or unenforceable for any reason, all other provisions shall nevertheless remain in full force.
- i. Entire Agreement: This IGA represents the entire, integrated agreement between the parties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral.
- j. Compliance with Law: The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including but not limited to environmental laws.
- k. Immigration Law Compliance: Both parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies.
- l. Notices: All notices under this IGA must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2)

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facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as shown on the signature page.

- m. Third Parties: Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the Public Agency or the County. This IGA is not intended to benefit any thirdparty.
- n. Indemnification: Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (death) or property damage to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this IGA.
- o. Workers’ Compensation: For purposes of workers’ compensation only, an employee of a party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific IGA, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- p. Termination: Either party may terminate this IGA with thirty (30) days written notice as provided herein. Any termination of this IGA shall not relieve either party of responsibility for costs incurred prior to the effective date of the termination.

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YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
Craig L. Brown
Chairman, Board of Supervisors

ATTEST:

ANA WAYMAN-TRUJILLO
County Clerk

Pursuant to A.R.S. §11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

JACK FIELDS
Deputy County Attorney

Yavapai County Emergency Management Contact Information:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

(928) 771-3321 Office
(928) 713-3020 Cell 24/7
(928) 771-3323 Fax

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PUBLIC AGENCY

TOWN OF PRESCOTT VALLEY

By: _____ Date: _____
HARVEY C. SKOOG
Mayor

ATTEST:

_____ Date: _____
DIANE RUSSELL
City Clerk

Pursuant to A.R.S. §11-952(D), the undersigned has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Prescott Valley.

_____ Date: _____
IVAN LEGLER
City Attorney

Public Agency's Emergency Management Contact Information:

Attn: _____

() _____ Office
() _____ Cell

Please return this signature page to:

Yavapai County
Office of Emergency Management
Attn: County Emergency Manager
1100 Commerce Drive
Prescott, AZ 86305

Yavapai County

Exhibit A

2010 Official Census Populations:

JURISDICTION	POPULATION	MULTIPLIED BY	TOTAL
Town of Camp Verde	10,873	0.43	\$4,675
Town of Chino Valley	10,817	0.43	\$4,651
Town of Clarkdale	4,097	0.43	\$1,762
City of Cottonwood	11,265	0.43	\$4,844
Town of Dewey-Humboldt	3,894	0.43	\$1,674
Town of Jerome	444	0.43	\$191
City of Prescott	39,843	0.43	\$17,132
Town of Prescott Valley	38,822	0.43	\$16,693
City of Sedona	10,031	0.43	\$4,313
Yavapai Prescott Indian Tribe	181	0.43	\$78

Yavapai County

Exhibit B

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Yavapai County

Attachment C

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Emergency Operations Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives
- ☐ Other Emergency Management support as needed

RATE: \$.43 per person, per year based on the 2010 census.