

**AGREEMENT FOR THE PLACEMENT
OPERATION AND USE OF CERT TRAILERS
Between
PINAL COUNTY AND ORACLE FIRE DISTRICT**

THIS AGREEMENT is made effective this ____ day of _____, 2016, between Pinal County, a political subdivision of the State of Arizona, (hereinafter referred to as “Pinal”) and the Oracle Fire District, a political subdivision of the State of Arizona, (hereinafter referred to as “the Department”).

RECITALS

WHEREAS, the Pinal County is authorized by A.R.S. § 26-308A to purchase and distribute equipment, materials and supplies for emergency management purposes; and,

WHEREAS, the Department operates a Community Emergency Response Team (“CERT”) to provide response and assistance in times of emergency; and,

WHEREAS, Pinal County has purchased a number of trailers with supplies and equipment for emergency response and management (“CERT Trailers”); and,

WHEREAS, it has been determined that placement of a CERT Trailer with the Department would provide a faster and more comprehensive response in the event of an emergency; and

WHEREAS, the Department wishes to take possession of, maintain and use the CERT Trailer as specified in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

1. The County will provide to the Department one CERT Trailer with the supplies and equipment listed in Appendix A at no cost to the Department. The Department is not restricted from purchasing additional CERT Trailers and equipment with its own funds.
2. The County will transfer the title of the CERT Trailer to the Department subject to the following restrictions:
 - a) The trailers must be used only for the purpose of providing emergency response consistent with the terms of this Agreement;
 - b) The Department shall not encumber the CERT Trailer without approval of the Federal Emergency Management Agency;
 - c) The Department shall use, manage and dispose of the CERT Trailer in compliance with 2 CFR 200.313(c) through (e).

3. The Department is responsible for the proper storage, use, and maintenance of the CERT Trailer during the term of this Agreement. The CERT Trailer will be kept in a safe and secure area that is readily accessible to the Department.
4. A ball-hitch lock will be utilized on the CERT Trailer along with locks on each door of the trailer.
5. CERT Trailers may be used by the Department to assist neighboring areas during large-scale disasters or when other CERT teams are overwhelmed in their response efforts.
6. Any vehicle used to tow the CERT Trailer must be of appropriate size and capacity to safely and securely tow the trailer.
7. The CERT Trailer and equipment listed in Appendix A will be maintained by the Department for training and/or everyday use during the term of this Agreement. In the event that the supplies and equipment are used during a CERT activation and response, the Pinal County Office of Emergency Management will replace and/or replenish any used supplies or equipment. Semi-annual inspections by the County will be conducted to ensure the CERT Trailer's suitability for emergency response efforts and for compliance with grant reporting requirements and audits.
8. The CERT Trailers are only to be used for CERT response to emergency and disaster incidents, CERT training and exercises and to pick up or drop off CERT related supplies and equipment. Under no circumstance will CERT Trailers be utilized for personal use or any personal matters. Violation of this requirement may result in the removal of the CERT Trailer from the Department and/or criminal prosecution.
9. In the event of an accident involving the CERT Trailer, the Department is to immediately report the incident to the relevant authorities and then contact the Pinal County Office of Emergency Management Duty Officer when it is safe to do so.
10. Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend each other Party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Indemnified Parties to the extent arising from any negligent, reckless or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement. Each Party shall be solely responsible for the costs of repair of damage to the CERT Trailer or its contents caused by that Party. Notwithstanding the foregoing, any liability incurred by the

Department under or in connection with this Agreement shall be limited in amount to that is actually recoverable from the Department's insurance so that Department's insurer, and not the Department, actually pays, directly or indirectly, any and all liability amounts. The Parties agree they are not joint employers for the purpose of workers compensation coverage and that any person assigned by a Party to carrying out the obligations of the Agreement shall remain an employee of such Party.

11. This Agreement shall be effective for a period of 5 years and shall thereafter be automatically renewed for an additional period of 5 years unless either party notifies the other in writing 60 days prior to the expiration of the existing term.
12. During the term of this Agreement, the Department shall maintain insurance necessary to adequately cover the value of the CERT Trailer and its contents.
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
14. This Agreement constitutes the entire Agreement between the parties. The Agreement shall not be modified, altered or amended except through a written amendment signed by the parties. This Agreement shall be governed by the laws of the State of Arizona.
15. The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties executed this AGREEMENT the day and year first written above.

SIGNATURE PAGE NEXT...

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Oracle Fire District, a political
subdivision of the State of Arizona

Pinal County, a political subdivision of the State
of Arizona

By: _____
William McMurry, Chairman of
the Board

By: _____
Chairman of the Board of Supervisors

Date: _____

Date: _____

Attest: _____
Franky Hill, Board Clerk

Attest: _____
Clerk of the Board of Supervisors

Approved as to form:

Kevin S. Costello, Deputy Pinal County
Attorney, Civil Division

Appendix A

CERT Trailer Supply and Material Inventory list:

- 1-Haulmark 12' Trailer, VIN: 575CB1215HU331101
- 1-Friedrich Portable Air Conditioner, 115v
- 2-Coleman Chest Cooler 62 qt, Blue
- 5-Council Tool Gooseneck Wrecking Bar
- 1-Plano Molding Hand Tool Kit, 12 pieces.
- 3-Bayco Prod. Temp Job Site Light, 120v
- 4-Westward Drain Spade, 27 in.
- 4-Westward Round Point Shovel, 48 in.
- 2-Westward Pick Mattock, 36 in.
- 1-Speco Tech. Megaphone Siren
- 3-Grainger Barricade Tape, Yellow/Black, 300 ft. x 3 in.
- 2-Harris Ind. Barricade Tape, Red/Black, 300 ft. x 3 in.
- 4-Ability One Duck Tape, Silver, 2 in. x 60 yd
- 1-Markal Lumber Crayon, Yellow, 12pk
- 2-Honeywell Disposable Respirator 10pk
- 4-Power First Indoor/Outdoor Extension Cord 25 ft.
- 4-Power First Indoor/Outdoor Lighted and Locking Extension Cord 45 ft.
- 4-Power First Indoor/Outdoor Lighted Extension Cord 6 ft.
- 5-Grainger Polypropylene Utility Cord, Blue, 50 ft.
- 10-Petzl Carabiner, Aluminum Screw Lock 4 in.
- 3-Fastenation Carabiner Aluminum, Red 2in, 4pk
- 4-Petzl Carabiner Aluminum 2 in. 4pk.
- 1-Dayton 20" Pedestal -Mounted Non Oscillating Air Circulator
- 3-Kidde Fire Extinguisher, Dry, ABC
- 6-EMI -LED 3 Stage Safety Baton
- 2-IGLOO Beverage Cooler, Yellow 2 gal.
- 4-Grainger Steel Folding Chair, Beige
- 2-Grainger Folding Tables, Gray, 72in. x 30in.
- 1-Echo Chain Saw, Gas
- 2-Briggs & Stratton Spill Proof Gas Can, Red 5 gal.
- 1-Milwaukee Cordless Reciprocating Saw Kit 13 in.
- 1-EMI-Pro Response Trauma Kit, Navy Blue
- 5-EMI-Emergency Medical Kit, Navy Blue
- 8-Grainger Traffic Cone, Fluorescent Red/Orange
- 8-Grainger Traffic Cone, Fluorescent Red/Orange
- 10-Grainger Traffic Cone Fluorescent Red/Orange 4 in.
- 1-Cleanwaste Portable Toilet Plastic
- 1-Cleanwaste Portable Privacy Shelter 48 x 78 in.
- 1-Medsorce Patient Stretcher, Black 500lbs. 10pk
- 2-Medsorce Emergency Blanket, Blue 50 x 84 in. 10pk
- 6-Bayco Industrial Headlamp, LED, Black
- 8-K & E Safety Flashlight, LED, Black
- 1-Little Giant Aluminum Multipurpose Ladder 250 lbs.

- 3-Grainger Bungee Cord, 10pk
- 2-Grainger Tie- Down Strap, Ratchet, 15ft x 1in. 2pk
- 2-Condor Leather Gloves, Red Striped, Small
- 5-Condor Leather Gloves, Red Striped, XL
- 5-Condor Leather Gloves , Red Striped, Large
- 10-Condor Anti-Fog, Scratch-Resistant Goggles, Clear Lens
- 1-Craftman Bottle Jack, Hydraulic, 12 tons
- 12- B/A Products Co. Polyethylene Pyramid Lock Cribbing
- 1-Reese Universal Coupler Lock
- 1-Buyers Products Triple Hitch Ball/Hook, Black Powder Coat
- 1-Master Lock Hitch Pin, ½ and 5/8 in.
- 1-Dayton Chain, Grade 80, size 3/8, 10 ft.
- 2-Dayton Grab Hook, Forged Steel, G80, Clevis
- 2-Grainger White Instant Canopy, 10ft. x 7ft.
- 1-Generac Portable Generator 120/240VAC Voltage
- 1-Ridgid Steel Bolt Cutter, 15” Overall Length
- 1-Ridgid Steel Bolt Cutter, 24” Overall Length
- 3-Nupla Double Face Sledge Hammer 10 lbs.
- 2-Nupla Double Face Sledge Hammer 4 lbs.
- 4-KAMP-RITE Cot Inc. Kwik Cot Folding Cot
- 1-FLIR Infrared Camera for Android or Apple
- 10-BAOFeng Dual Band Analog Radios