

## BENSON RESOLUTION NO. 33-2008

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR COUNTY-WIDE MUTUAL AID AND EMERGENCY RESPONSE.

WHEREAS, the City of Benson Fire Department and other governmental emergency services providers within Cochise County believe that it would be in the public interest to enter into a County-wide mutual aid and emergency response agreement for response to large scale critical incidents; and

WHEREAS, the staff of the Benson Fire Department and other participating jurisdictions have developed an Intergovernmental Agreement, which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

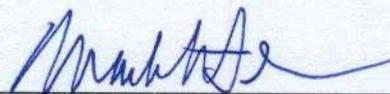
WHEREAS, the City of Benson and other participating jurisdictions desire to avail themselves of all provisions of law applicable to the Agreement and desire to jointly exercise their powers as provided for in A.R.S. § 11-951 *et seq.*; and

WHEREAS, the Mayor and Council of the City of Benson have determined that approval of the Intergovernmental Agreement is in the best interests of the City and its residents.

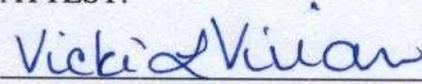
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, that the City hereby approves the Intergovernmental Agreement, attached hereto as Exhibit "A", and the Mayor is hereby directed to execute said Agreement on behalf of the City of Benson.

BE IT FURTHER RESOLVED that the staff of the City is hereby directed to take all actions necessary and proper to implement the Intergovernmental Agreement and further its purposes.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BENSON, ARIZONA, this 12th day of May, 2008.

  
\_\_\_\_\_  
MARK M. FENN, Mayor

ATTEST:

  
\_\_\_\_\_  
VICKI L. VIVIAN, City Clerk

APPROVED AS TO FORM:

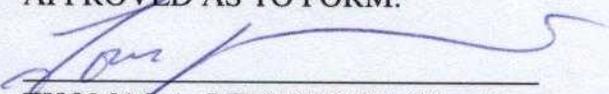
  
\_\_\_\_\_  
THOMAS A. BENAVIDEZ, City Attorney

Exhibit "A"  
Intergovernmental Agreement

**Inter-Governmental Agreement  
to improve the coordination and delivery  
of emergency services within Cochise County**

The undersigned parties, wishing to improve the delivery and coordination of emergency services within Cochise County and thereby better carry out their mutual responsibilities, do mutually agree to the following conditions and covenants, as authorized under A.R.S. § 11-952 and A.R.S. § 48-805:

1. Scope of the Agreement

This agreement is entered into between the fire districts, fire departments and fire and rescue agencies which, through their duly authorized representatives, are signatory to this agreement, below.

This agreement shall be effective upon recordation with the Cochise County Recorder and shall remain in effect and shall be subject to automatic renewal on January 1 of each succeeding year unless and until terminated by all of the parties pursuant to terms of Paragraph 2, below.

This agreement supersedes any and all former agreements on this subject between the parties to this Agreement, except that any Automatic Aid agreements that may have been independently previously entered into by any of the parties or hereafter entered into by any of the parties shall remain in effect.

2. Voluntary Termination

a. Notwithstanding provisions of A.R.S. § 38-511, any party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to all other then-currently participating parties to it, with said notice to be recorded with the Cochise County Recorder before becoming effective.

b. This Agreement terminates upon the election of all parties thereto to terminate their participation in it, pursuant to subparagraph a, above.

3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with

respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a late time.

#### 4. Requests for Assistance

Any party to this Agreement, through its Fire Chief or other authorized agent, may request assistance from one or more of the other parties to this Agreement if the requesting party makes a determination that there exists an emergency is of such magnitude that the resources of the requesting party are, for any reason, inadequate. The parties shall hereafter develop and adopt formal policies concerning procedures for making and responding to requests and dispatching and redeployment of emergency service units.

#### 5. Response to Request

The Fire Chief or authorized agent of any party to this Agreement who receives a request for assistance under this Agreement from another party thereto shall be the sole judge of the extent of assistance, if any, that said agency will provide. Any party receiving a request for assistance from another party shall not provide such assistance if it is determined that doing so would impair the safety of citizens or property within its own service area. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

#### 6. Incident Command

A party which responds to a request for assistance from another party to this Agreement shall work under the direction of the designated Incident Commander of the incident. All parties shall utilize a command structure compliant with requirements of the federal National Incident Management System. Parties shall make every effort to insure common communications frequencies are utilized. After any incident involving mutual aid, all parties participating in that incident shall make available to each other upon request all reports arising out of such operations.

#### 7. Equipment and Personnel

Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement. No party shall be reimbursed by any other party for any costs incurred pursuant to this Agreement. All parties shall comply with Arizona Workers Compensation Law. For purposes of Workers Compensation under A.R.S. § 23-1022(D), an injured employee's primary employer shall be solely responsible for the payment of benefits.

### 8. Indemnification

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

### 9. Severability

If any provision of this Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of this Agreement are declared to be severable.

### 10. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by AR.S. § 12-1518, except as may be required by other applicable statutes.

### 11. Other Contractual Arrangements

Nothing in this Agreement shall limit the ability of any one or more parties to it from entering and/or participating in more specific contracts for services, or mutual or automatic aid with other parties to this Agreement, or from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement.

### 12. Modification

This written Agreement may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this Agreement. Any such change or modification becomes effective and binding on the parties only upon recordation of said change or modification with the Cochise County Recorder.

### 13. Counsel Conflict of Interest

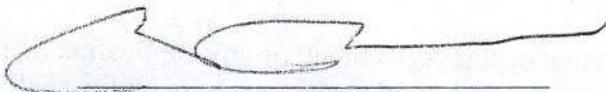
Those County fire districts and fire departments in unincorporated county communities who are parties to this Agreement understand that the Cochise County

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

14. ADA and Non-Discrimination

The parties shall comply with all applicable provisions of the Americans with disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Benson Fire Department

By: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Benson City Attorney

Title: \_\_\_\_\_

Agency: Bisbee Fire Department

Approved as to form pursuant to A.R.S. 11-952(D):

By: \_\_\_\_\_

\_\_\_\_\_  
Bisbee City Attorney

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Bowie Fire District

By: Debra Y. Suarez

Printed Name: Debra Y. Suarez

Title: Chairman

Agency: Cascabel Fire Department

By: Steven Bribach

Printed Name: STEVEN BRIBACH

Title: PRESIDENT

Agency: Douglas Fire Department

By: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Douglas City Attorney

Title: \_\_\_\_\_

Agency: Elfrida Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Fry Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Huachuca City Fire Department

By: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Huachuca City Attorney

Title: \_\_\_\_\_

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

14. ADA and Non-Discrimination

The parties shall comply with all applicable provisions of the Americans with disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

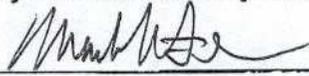
Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

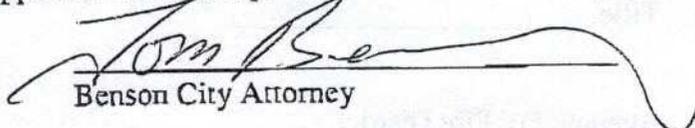
Agency: Benson Fire Department

By: 

Printed Name: Mark M. Fenn

Title: Mayor

Approved as to form pursuant to A.R.S. 11-952(D):

  
Benson City Attorney

Agency: Bisbee Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

\_\_\_\_\_  
Bisbee City Attorney

Agency: Bowie Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

14. ADA and Non-Discrimination

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Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Benson Fire Department

By: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

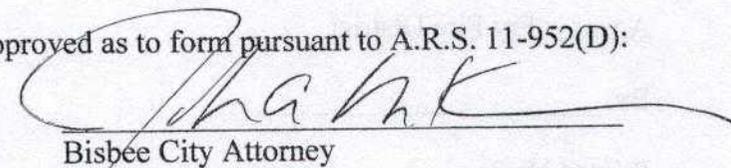
\_\_\_\_\_  
Benson City Attorney

Title: \_\_\_\_\_

Agency: Bisbee Fire Department

Approved as to form pursuant to A.R.S. 11-952(D):

By: Jack Earnest



\_\_\_\_\_  
Bisbee City Attorney

Printed Name: JACK EARNEST

Title: Fire Chief

Agency: Bowie Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Cascabel Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Douglas Fire Department

By: MW \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: Anita Sanchez

Anita Sanchez  
Douglas City Attorney

Title: City Attorney

Agency: Elfrida Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Fry Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Huachuca City Fire Department

By: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Huachuca City Attorney

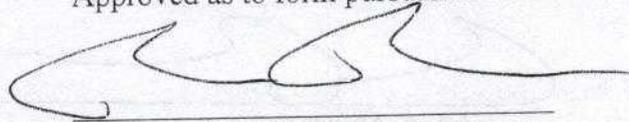
Title: \_\_\_\_\_

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Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Huachuca City Fire Department

By: George Nerhan Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: GEORGE NERHAN Mary Judge Ryan  
Huachuca City Attorney

Title: MAJOR

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Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

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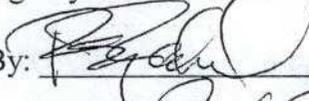
Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

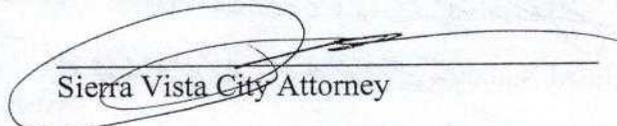
APPROVED:

Agency: Sierra Vista Fire Department

By: 

Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: Randy Redmond



Title: Interim Fire Chief

Sierra Vista City Attorney

Agency: Tombstone Volunteer Fire Department

By: [Signature] Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: Jesse Grassman

[Signature]  
Tombstone City Attorney

Title: Fire Chief

Agency: Whetstone Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Willcox Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Willcox City Attorney

Title: \_\_\_\_\_

Agency: Tombstone Volunteer Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_ Tombstone City Attorney

Title: \_\_\_\_\_

Agency: Whetstone Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Willcox Fire Department

By: Jacob J. Weaver Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: **JACOB J. WEAVER**

Hector M. Figueroa  
Willcox City Attorney **Hector M. Figueroa**

Title: **DIRECTOR OF PUBLIC SAFETY**  
**FIRE CHIEF**

Agency: Cascabel Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Douglas Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

Douglas City Attorney

Title: \_\_\_\_\_

Agency: Elfrida Fire Department

By: Steve Estelle

Printed Name: STEVE ESTELLE

Title: CHIEF

Agency: Fry Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Huachuca City Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

Huachuca City Attorney

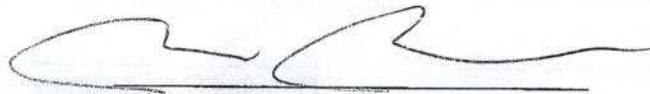
Title: \_\_\_\_\_

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

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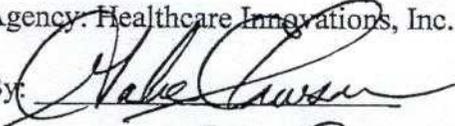
Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Healthcare Innovations, Inc.

By: 

Printed Name: GALE CLAWSON

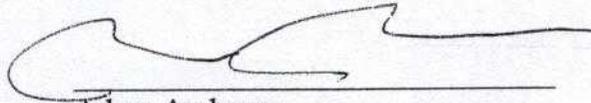
Title: CLINICAL SERVICES MANAGER, HCT

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

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Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Fry Fire District

By: George Hooper

Date: Feb 20, 2008

Printed Name: George Hooper

Title: Board Chairman

Agency: Mescal Volunteer Fire Department

By: Warren Neff

Printed Name: WARREN NEFF

Title: FIRE CHIEF

Agency: Naco Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Palominas Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Pirtleville Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Pomerene Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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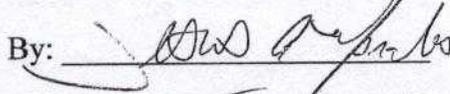
Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Naco Fire Department

By: 

Printed Name: JESUS A MORALES

Title: CHIEF

Agency: Portal Fire & Rescue Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: PBW Fire District

By: Jeannie Hayhurst

Printed Name: Jeannie Hayhurst

Title: Chairman

Agency: St. David Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: San Jose Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: San Simon Volunteer Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Mescal Volunteer Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Naco Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Palominas Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Pirtleville Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Pomerene Fire Department

By: Loyd Sherman

Printed Name: Loyd Sherman

Title: President

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

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Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Portal Fire & Rescue Inc.

By: *Maya Decker*

Printed Name: *Maya Decker*

Title: *President, Portal Rescue Board of Directors*

*Benny R. Ambulini - Fire Chief*

2-26-08

Agency: Portal Fire & Rescue Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: PBW Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: St. David Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: San Jose Fire District

By: Lee E Lewis

Printed Name: Lee E Lewis

Title: Chief

Agency: San Simon Volunteer Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Sierra Vista Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

Sierra Vista City Attorney

Title: \_\_\_\_\_

Agency: Sonoita/Elgin Fire District

By: *J. M. DeWolf*

Printed Name: Joseph M DeWolf

Title: Chief

Agency: Sunnyside Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Sunsites/Pierce Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Portal Fire & Rescue Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: PBW Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: St. David Fire Department

By: *Glen R. Kartchner*

Printed Name: *Glen R. Kartchner*

Title: *Board President*

Agency: San Jose Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: San Simon Volunteer Fire Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

~~Agency: Fry Fire District~~ Sunny Side Fire Ltd

By: 

Printed Name: Victoria Rose

Title: Fire Chief

Agency: Sierra Vista Fire Department

By: \_\_\_\_\_ Approved as to form pursuant to A.R.S. 11-952(D):

Printed Name: \_\_\_\_\_

Sierra Vista City Attorney

Title: \_\_\_\_\_

Agency: Sonoita/Elgin Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Sunnyside Fire District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: Sunsites/Pierce Fire District

By: *Robert D. McWilliams*

Printed Name: ROBERT D. McWILLIAMS

Title: FIRE CHIEF

Attorney represents all fire districts in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

14. ADA and Non-Discrimination

The parties shall comply with all applicable provisions of the Americans with disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

Approved as to form pursuant to A.R.S. 11-952(D):



Adam Ambrose  
Deputy Cochise County Attorney

APPROVED:

Agency: Whetstone Fire District

By: Jerry V Hopper

Printed Name: JERRY V Hopper

Title: Chief of Board

**Cochise County**  
**Inter-Governmental Agreement**  
**Signed copies**  
June 3, 2008

1. Bowie Fire District
2. Cascable FD
3. City of Benson
4. City of Bisbee
5. City of Douglas
6. City of Huachuca City
7. City of Sierra Vista
8. City of Tombstone
9. City of Willcox
10. Elfrida Fire District
11. Healthcare Innovations, Inc.
12. Fry Fire District
13. Mescal Volunteer Fire Department
14. Naco Fire District
15. PBW Fire District
16. Pomerene FD
17. Portal Volunteer FD
18. San Jose Fire District
19. Sonoita/Elgin Fire District
20. St. David Fire District
21. Sunnyside Fire District
22. Sunsite/Pierce Fire District
23. Whetstone Fire District