

## Appendix IX

### Example of Mutual Aid Agreement Between Local Fire Services

#### *Mutual Assistance Agreement*

THIS AGREEMENT is made by and between the SMITH COUNTY RURAL FIRE PROTECTION DISTRICT #12 a political subdivision of the State of Idaho; pursuant to the Interlocal Cooperation Act. (R.C.W. Chapter 39.34) and R.C.W. 52.08..030(3); and, the CITY OF ANYTOWN, a municipal corporation of the state of Idaho, pursuant to the Interlocal Cooperation Act (R.C.W. Chapter 39.34) and Section 67-2328 of the Idaho Code by Resolution No: \_\_\_\_\_ adopted on; and, the Commissioners of JONES County Fire Protection District No. 12 at their meeting held on have approved and authorized the terms of this Agreement.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore,

#### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **PURPOSE** The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire disaster or other emergency.
2. **REQUEST FOR ASSISTANCE** The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the

boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available at the Requesting Party's facilities.

3. **RESPONSE TO REQUEST** Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:
  - A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
  - B. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
  - C. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.
4. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE** The incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.
5. **LIABILITY** The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities, which arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless there from as to action relating to performance under this Agreement.
6. **POST RESPONSE RESPONSIBILITY** Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.
7. **COMPENSATION** Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if the fire suppression chemicals are utilized by the

Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals.

8. **INSURANCE** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. **PER-INCIDENT PLANNING** The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
10. **SHARED PURCHASING** There shall be no joint or cooperative acquiring, holding and disposal of real or personnel property.
11. **ADMINISTRATION AND FINANCE** There is not hereby created any separate or legal administrative entity as might be provided by Chapter 39.34 R.C.W., or Idaho Code section 67-2328. There shall be no joint or cooperative acquiring, holding and disposing of real or personnel property as allowed in R.C.W. 39.34.030(4)(b) or Idaho Code section 67-2328(b) and each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Commanding Officers.
12. **DOCUMENT CONTROL-EXECUTION** That a duplicate original of the Agreement shall be filed at the administrative offices of each party. Copies of the Agreement shall be filed with the JONES County Rural Fire Protection District #12, the ANYTOWN City Clerk, the JONES County Auditor and the Secretary of State prior to its entry into force. Prior to this agreement becoming effective, a copy of this Agreement shall be filed with the Idaho Secretary of State, who shall require an opinion of the Idaho Attorney General that such Agreement does not violate provisions of the Constitution of the United States, the Idaho Constitution or Idaho statutes. Upon such filing requirements being accomplished, and upon such approval by the Idaho Secretary of State, this Agreement shall be effective upon execution by the parties.
13. **TERMINATION** This Agreement shall remain in full force and effect until July 1, 2006 unless sooner terminated as follows;
  - A. A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.
14. **AGREEMENT NOT EXCLUSIVE** This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any

other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

DATED: \_\_\_\_\_ DATED: \_\_\_\_\_.

SMITH COUNTY RURAL FIRE  
PROTECTION DISTRICT #12

CITY OF ANYTOWN

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

Approved as to Form:

ATTEST:

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

\_\_\_\_\_  
Secretary