

# SAINT CLAIR COUNTY ASSOCIATION OF FIRE CHIEFS

## Mutual Aid Agreement

WHEREAS; the undersigned Fire Department/Governmental Units are responsible for providing fire protection within their jurisdictional boundaries; and

WHEREAS; it is in the best interest of the Fire Departments/Governmental Units participating and the undersigned Fire Departments/Governmental Units have rendered free mutual aid in fire services in the past and anticipate a continuing demand for such mutual aid and cooperation in the use of their fire personnel and equipment for the safety, health, and welfare of the people of their respective governmental units during times of emergency;

WHEREAS; it is necessary to establish the procedures and guidelines for each of the participating Fire Departments/Governmental Units to obtain assistance.

NOW THEREFORE; it is agreed that its Fire Department will render free mutual aid under the following conditions:

1. In the event of any emergency, the parties to this agreement shall cooperate in an effort to provide fire services subject to the terms and conditions prescribed in this agreement.
2. This Mutual Aid Agreement shall be binding only to the Fire Departments/Governmental Units which authorize this agreement. No Fire Department/Government Unit shall in any way be obligated to any other Fire Department/Governmental Unit which is not a party to this agreement.
3. Mutual Aid will be provided by participating Fire Departments/Governmental Units for all reported structure fires, as outlined in St. Clair County Central Dispatch policies. This policy ensures that adequate resources are dispatched to structure fires. When a structure fire is reported to St. Clair County Central Dispatch, they shall dispatch the Fire Department having jurisdiction, and the appropriate Department based on their mutual aid box alarm information.

Additional apparatus will be requested by the Fire Chief/ Incident Commander of the Fire Department/Governmental Unit requesting mutual aid assistance.

4. Each additional request for assistance pursuant to this agreement shall be made by the Fire Chief/ Incident Commander representing the Fire Department/Governmental Unit requesting assistance. The individual requesting assistance on behalf of the Fire Department/ Governmental Unit shall identify him/her and state the capacity with which he/she is acting at the time the request for assistance is made.

5. The Fire Department/ Governmental Unit which has jurisdictional responsibility and is a party hereto shall use its discretion in the requesting of assistance of aid to the end that

personnel and /or equipment not necessary to meet the emergency are not requested of other Fire Department/ Governmental Unit which are a party to this agreement.

6. Each assisting Fire Department/Governmental Unit which is a party to the agreement shall be required to offer or give such aid as is requested by the Fire Chief/Incident Commander having jurisdiction at the time of the request for the same. This request will be granted whenever the assistance will not endanger lives or property of persons residing within the Fire Department/Governmental Units jurisdictional boundaries of unit which is providing the assistance. If the Fire Department/Governmental Unit is unable to comply with a request for assistance, it shall notify the requesting Fire Department/Governmental Unit of its inability to respond to the request immediately.

7. It is the intention of this agreement to vest in each party to this agreement the sole right to determine when its needs will permit it to respond to a call by another Fire Department/ Unit of Government, and it is further agreed by the parties thereto that if the Fire Department/Governmental Unit shall refrain from sending any personnel and/or equipment beyond its jurisdiction, that such Fire Department/Government Unit thus failing to respond shall not be liable for damage to the party to this agreement.

8. The Fire Chief/Incident Commander of the Fire Department requesting mutual aid shall be in command of all units responding from other Fire Departments/ Governmental Units. All personnel and equipment of a responding Fire Department/Governmental Unit shall be under the immediate command of the highest ranking Officer attached to such responding units. All commands and orders for the use of such personnel and equipment shall be made by the Incident Commander/Commanding Officer of the requesting Fire Department through the ranking officer of the units responding, whenever possible. The officer in charge of the Fire Department sending assistance shall, however, at all times have the power to recall to the responding Fire Department any personnel and/or equipment from an assistance mission.

9. All participating Fire Departments/Governmental Units shall function under the National Incident Management System (N.I.M.S.) as adopted by the St. Clair County Association of Fire Chiefs. By adopting this Mutual Aid agreement all participating fire Departments/Governmental Units are adopting N.I.M.S. as their incident management system. This incident management system (N.I.M.S.) is to be used at all incidents.

10. In the event the requesting Fire Department/ Government Unit enforces a cost recovery ordinance for a Hazardous Material Incident, or other qualifying incident under the cost recovery ordinance, the Fire Departments/ Governmental Units providing mutual aid shall be reimbursed for all expenses during the incident. This section only applies in the event cost recovery funds are available for the specific incident as a result of a cost recovery ordinance, or in the event Federal, State, or Local funds are available for cost recovery as a result of an Emergency, or Disaster Declaration.

11. For those responses to incidents not specifically mentioned in item #10, neither Fire

Department/ Governmental Unit nor its employees shall be reimbursed by any other Fire Department/Governmental Unit for which is a party to this agreement for any service rendered or equipment used pursuant to this agreement.

12. Each Fire Department/ Governmental Unit shall carry liability insurance, property insurance and workers compensation insurance for its own personnel and equipment which shall cover the potential insurance risks herein contemplated. Cost of repairs and maintenance of equipment used or expended while rendering assistance under this agreement will be borne by the Fire Department/Governmental Unit owning the equipment.

13. If a non-participating Fire Department/Governmental Unit wishes to participate in the St. Clair County Association of Fire Chiefs Mutual Aid Agreement, and after the initial approval by participating governmental units forming this mutual aid agreement, the following steps are to be followed:

A. The requesting Fire Department/Governmental Unit shall notify the President of the St. Clair County Association of Fire Chiefs, in writing, that they are requesting to participate in the St. Clair County Fire Chiefs Association Mutual Aid Agreement.

B. The President of the St. Clair County Association of Fire Chiefs will forward this request to all parties of the mutual aid agreement. If any Fire Department/Governmental Unit objects to accepting the requesting Fire Department/Governmental Unit. They will return a letter stating their objection (s) to the President of the St. Clair County Fire Association via 1st class mail within 30 days of receiving the notice from the President of the St. Clair County Association of Fire Chiefs of the Fire Department/Governmental Unit request for membership.

C. If objections are received from the membership, the objection(s) will be presented at the next regular meeting of the St. Clair County Association of Fire Chiefs meeting, for review and vote of the membership. A majority vote will be taken by the members present.

D. Upon approval by the membership, the President of the St. Clair County Association of Fire Chiefs will forward a copy of the current agreement (via 1st Class Mail) to the requesting Fire Department/Governmental Unit. The requesting Fire Department/Governmental Unit will review the agreement and will return to the President of the St. Clair County Association of Fire Chiefs a copy of the motion or resolution and an original signed signature page, stating their acceptance of the agreement as presented.

E. The Agreement will become effective on the 1st day of the month following the receipt of documentation from the requesting Fire Department/Governmental Unit to the President of the St. Clair County Association of Fire Chiefs.

F. If the request is denied, the President of the St. Clair County Association of Fire Chiefs will notify the requesting Fire Department/Governmental Unit via 1st class mail that the request was denied and explanation of the denial.

