

MUTUAL AID AGREEMENT BETWEEN FIRE DEPARTMENTS

Gillams and McIvers Mutual Aid Agreement for Fire Departments

In a effort to provide the best possible service to the citizens of Gillams and McIvers, the fire departments of McIvers and Gillams agree to join together in an agreement for mutual aid.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into a agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well providing reserves needed to assure the community of adequate protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder, or natural disaster, the Chief of the Fire Department or his designees shall have the implicit authority, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.
2. It shall be the responsibility of the Chief of the Fire Department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their own command responding to the request for mutual aid.

4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration or natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.
6. The party who request mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.
8. Upon receipt of a request for assistance by the Chief of the Fire Department from the requesting party, and upon a determination by the Chief of the Fire Department of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the Chief of the Fire Department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deemed appropriate. Such response shall remain solely the decision of the Chief of the Fire Department of the responding party.

9. The Chief of the Fire Department in whose Community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects, fire control tactics and over-all operations of the responding party shall be relayed to the Chief firefighting officer in the command of the responding party.

10. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the Chief of the Fire Department of either party, such dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection. If mutual aid is not sent from a department when requested on a regular basis, that department should not expect mutual aid to be sent when called in their jurisdiction.

11. When Fire Department personnel are sent to another Community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting Fire Department and shall be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

TOWN OF GILLAMS

TOWN OF MCIVERS

DATE: May 30, 2012

DATE: April 02, 2012

CHIEF: Cecil Kerr

CHIEF: David George

MAYOR: Joy Burt

MAYOR: Warren Blanchard

TOWN MANAGER: Shelley Penney

TOWN CLERK: Bernice Parsons

WITNESS: Patricia Penney

WITNESS: Colette Urban

Original signatures of this agreement is available at both Town Offices.
 Completed by Gillams Town Manager Shelley Penney