

RESOLUTION NO.13-087

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the attached Mutual Aid Agreement with the City of Hartselle is hereby approved and accordingly the Mayor and the City Clerk are authorized to sign the agreement on behalf of the City.

Adopted this 15th day of April 2013.

## **MUTUAL AID AGREEMENT**

Between  
City of Hartselle, Alabama  
Hartselle Fire, Rescue and Emergency Services  
And  
City of Decatur, Alabama  
Decatur Fire and Rescue Department

### **PURPOSE**

The parties hereto, by their respective governing bodies, hereby find and declare:

WHEREAS, the city, town, community, government entity / or municipal agency, or parties, to this agreement, desire to provide aid and assistance to same city, town, community, government entity / or municipal agency, or party in times of disaster, emergency or casualty to their community and/or governmental systems; and

WHEREAS, the parties, hereto, individually and collectively are in danger of and susceptible to disasters, including but not limited to fire, emergencies, flood, tornadoes, and other acts of God; and

WHEREAS, it would be for the mutual benefit and advantage of all concerned to counter disaster, casualty or other calamities through greater cooperation, pooling of resources, and the exchange of expertise and manpower; and

WHEREAS, each Fire, Rescue and Emergency Department, government entity and/or municipal agency shall provide mutual aid assistance to the requesting Fire, Rescue and Emergency Department, government entity and/or municipal agency except when in the opinion of the Fire Chief or Ranking Officer, it is impossible to do so on account of other possible fires or situations within its own City, jurisdiction or area, broken apparatus, equipment, manpower conditions, dangerous highways or other limiting conditions; and

WHEREAS, it is understood and agreed by all parties of this agreement that the Fire, Rescue and Emergency Department and/or government entity or municipal agency requesting assistance will be the party in command of the situation and that the ranking officer from that party providing mutual aid assistance will remain in charge over that parties manpower , apparatus and equipment; and

WHEREAS, the parties of both requesting and responding Fire, Rescue and Emergency Department, government entity and/or municipal agency recognize the necessity to cooperate and work together to provide for mutual aid and contingency assistance in the time of need.

### **LIABILITY**

Each party to this agreement is independent from each other. No agency, partnership, joint venture, employment or other relationship is intended nor to be construed as existing between or among the parties.

Each party shall exercise its own dominion and control over its own personnel, equipment and procedures and shall direct its own actions. The intent of this agreement is to render mutual aid among the parties and, though the parties may act in concert, no party is to be deemed as controlling or directing the actions of another.

Each party shall participate in this agreement at its own risk and without expectation of compensation from any other party hereto for any injury, damage or loss suffered while acting pursuant hereto. Each party bears its own risk of loss and shall insure itself against all such loss as it sees fit, but shall not look to another party hereto for any liability or indemnity for any such loss, except as to malicious or intentional actions of that party.

Each party shall keep its own workmen's compensation coverage and other personnel benefits in force as it deems appropriate and shall not look to any other party for any such coverage or benefits.

Each party bears full responsibility for any and all liability to any third parties occasioned by its actions or omissions and shall not look to any other party hereto to bear any such responsibility or indemnify it for any such liability.

### **DEFINITIONS**

As used herein:

- a. "Party," Shall mean a Fire, Rescue or Emergency Department, Government Entity or Municipal Agency.
- b. "Requesting Party," Shall mean the party requesting mutual aid.
- c. "Responding Party," shall mean the party affording or responding to a call for mutual aid.

### **AUTHORITY TO RESPOND TO PROVIDE ASSISTANCE**

The authority to make request for assistance or to provide aid under this agreement shall reside with the requesting party's departmental chief, command personnel or designee. For purposes of this agreement, the "Requesting Party" shall mean the requesting department's chief, incident commander or designee of such asking for assistance, and the, "Responding Party" shall mean the responding department's chief, incident commander or designee sending mutual aid assistance. Any party shall have the right to request assistance from the other party subject to the terms and conditions of this agreement.

### **REQUESTING ASSISTANCE**

A party may request assistance when the requesting party has concluded that such assistance is essential to protect life and/or property.

### **RESPONSES TO REQUEST**

Upon request, the responding party, upon determination that an emergency exists and subject to the availability of human and equipment resources, shall dispatch personnel and equipment to aid the requesting member.

### **PERSONNEL, APPARATUS AND EQUIPMENT**

The requesting party shall include in its request for assistance the type of equipment requested, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of personnel or equipment to be sent shall be solely that of the responding party. The responding party shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No party shall make any claim whatsoever against another party for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding party that such personnel and equipment are either not available or are needed to provide service in the party's own response area or jurisdiction.

### **DURATION**

This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of this agreement and shall continue in full force and effect for a period of two (2) years. At the end of the two (2) year period this agreement shall continue in force on a year to year basis, for an indefinite term, until terminated by the parties. Any party desiring to terminate or modify this agreement shall notify each party of this intent in writing ninety (90) days before the date upon which the party intends to withdraw or request changes in this agreement.

## **COMMAND AND CONTROL**

All parties have established an Incident Command System (ICS) Standard Operating Procedures (SOPs), Directives, and/or Guidelines, and shall implement them on all incidents involving mutual aid or contingency responses.

The responding party's personnel and equipment shall report to the Incident Commander or other appropriate Chief Officer of the requesting party. The person in charge of the responding party shall meet with the Incident Commander or appropriate Chief Officer of the requesting party for a briefing and assignment.

The person in charge of the responding party shall retain control of the responding parties human and equipment resources and shall direct them to the needs and task assigned by the Incident Commander or Chief Officer.

The responding party's personnel and equipment shall be released by the requesting party when the services of the responding party are no longer required or when the responding party's personnel and/or equipment are needed in their primary response area or jurisdiction.

## **REPORTING AND RECORD KEEPING**

Each party shall maintain individual data, records and/or incident reports regarding services provided and/or requested by this agreement. (Incident reports, Investigations, Patient care Reports, Etc).

## **NO REIMBURSEMENT FOR COST**

No party shall be required to reimburse any other party for the cost of providing the services set forth in this agreement for mutual aid services. Each party shall pay and be responsible for their own cost (i.e. salaries, repairs, materials, compensation, etc.) for responding to the request for mutual aid or contingency response.

## **INSURANCE**

Each party shall procure and maintain such insurance as is required by applicable federal , state and local law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, apparatus, and property, including but not limited to liability insurance, workers compensation, unemployment insurance, automobile liability, and property damage (if applicable). Parties may self-insure when appropriate.

## **CONFLICT RESOLUTION**

From time to time, personnel from one party or another may have concerns regarding this agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the party's chain of command to provide answers and/or resolution.

IN WITNESS THEREOF, the following parties have duly executed this agreement:

**{City of Decatur, Alabama}**  
**{Decatur Fire and Rescue Department}**

Mayor: \_\_\_\_\_

Council President: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

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

Date: \_\_\_\_/\_\_\_\_/2013

**{City of Hartselle, Alabama}**  
**{Hartselle Fire, Rescue and Emergency Services}**

Mayor: \_\_\_\_\_

Council President: \_\_\_\_\_

Fire Chief: \_\_\_\_\_

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

Date: \_\_\_\_/\_\_\_\_/2013