

MUTUAL AID AGREEMENT

WITNESSETH:

WHEREAS, each party hereto recognizes that, in case of fire or other emergency, it may wish to request the aid of the Fire Department of another party; and

WHEREAS, each party hereto recognizes that it may wish to provide fire fighting equipment and personnel to another party in response to a request for such aid; and

WHEREAS, it is desirable to set forth the mutual rights and obligations resulting from the request for such aid and response thereto; and

WHEREAS, ACT NO. 35 of the PUBLIC ACTS of 1951 authorizes the parties to enter into agreements regarding such rights and obligations;

NOW, THEREFORE, it is mutually agreed as follows;

In case of fire or other emergency, a participating Fire Department may request any other participating Fire Department to furnish aid. Such request shall be made by the Fire Chief or his authorized subordinate.

The furnishing of such aid shall be wholly within the discretion of the Fire Chief of the responding Department or his authorized subordinate, and no liability shall arise from a failure or refusal to furnish such aid.

If the responding Department elects to and does begin to furnish such aid, it may at any time and for any reason withdraw any or all of its personnel or equipment, and no liability shall arise from such withdrawal.

A requesting Department is not required to reimburse a responding Department for aid furnished.

When the resources of a responding Department arrive at the scene of a fire or other emergency, its Chief or Commanding Officer shall report to the Chief or Commanding Officer of the requesting Department for instruction and briefing. The Chief or Commanding Officer of the responding Department shall exercise sole control and direction over its personnel and equipment in carrying out the directives of the Chief or Commanding Officer of the requesting Fire Department.

Each Department shall assume liability as between the Departments hereto for injuries to its own personnel and damages to its own equipment incurred en-route to or from, or while at a fire or other emergency covered by the agreement.

Each Department shall keep and maintain sufficient Workers Compensation coverage either as a self-carrier or through an insurance carrier. All authorized personnel acting in the line of duty shall be considered employees of their respective Department, regardless of the time or place of injury.

Each Department shall maintain public liability insurance, either as a self-carrier or through an insurance carrier, in the amount deemed necessary by the respective parties.

Nothing herein shall affect any rights, duties or liabilities between a Department and its employees, officers or agents.

Any Department may terminate this agreement upon thirty (30) days written notice to the other Departments.

This agreement revokes and replaces any previous agreement between Departments on the subject of mutual fire aid.