



AGREEMENT

April 2012

FIRE AND EMERGENCY ASSISTANCE MUTUAL AID AGREEMENT

This agreement entered as of the _____ this day of _____, _____, by and among those cities, political subdivisions, Fire Departments and/or Volunteer Fire Departments who shall hereafter by appropriate corporate action, resolution and/or ordinance, adopt and approve this Agreement and thereby become a member of this organization and which party(ies) shall have been approved for membership in this Association by vote of the Association under such rules, regulations and procedures now in effect or hereafter adopted by the Association and pursuant to Tennessee Code Annotated Section 6-54-601, et seq., as now existing or hereafter amended, and as may be applicable, Georgia Code Annotated Section 25-6-1, et seq., and Section 69-3310, et seq., as now existing or hereafter amended, relative to fire fighting assistance, which statutory authority for firefighting mutual aid assistance, whether or not expressly incorporated herein by reference, is intended to incorporate all rights, privileges and immunities for mutual aid firefighting assistance as may now or hereafter be enacted by the states of Tennessee and/or Georgia, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties will respond to calls for fire fighting assistance only upon request for such assistance made by the senior fire fighting official on duty of the fire department or units of the respective city, county, or agency. All requests for such emergency assistance shall be made only to the Fire Chief or the senior fire officer or rescue officer on duty at the time the request is made.
2. Upon request for aid received as provided for in Paragraph (1), the senior fire officer of the responding party will authorize a response as follows:
 - a. Each of the parties to this Agreement will attempt to provide at least the following personnel and equipment in response to the request:
 1. Minimum Response – one (1) vehicle and one (1) person.
 2. Maximum Response – fifty (50) percent of available personnel and resources.
 3. Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior fire officer of the responding party after discussion with the senior fire officer of the requesting party.
 - b. No party hereto shall have any liability of any kind or any other party or to any person or entity for failure to respond to any particular call or calls, the sole remedy to the Association being the suspension or expulsion of any member, which fails to respond, under such rules, regulations and procedures as may be adopted by the Association from time to time. No third party beneficiary status as to any person or entity is intended or is to be inferred.

- c. If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a request under this agreement, and the senior fire officer of the responding party responsibly determines, after consideration of the severity of the emergency in his jurisdiction, that the responding party cannot comply with the minimal requirements under this agreement without endangering life or incurring significant property damage in his jurisdiction or both, he may choose to use all equipment and personnel in his own jurisdiction. In this case, the senior fire officer of the responding party shall attempt to inform the senior fire officer of the requesting party of his decision.

In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the responding party, the senior fire officer of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The senior fire officer may determine to send all available resources under this agreement to the jurisdiction with the most dire emergency, or he may send some resources to each requesting jurisdiction. The senior officer shall inform the requesting officer of the requesting parties of his decision.

In both situations outlined in this subsection (c) where compliance with the minimal duties of this agreement is impossible, the requesting party or parties will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

3. When fire personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights privileges, and immunities, including coverage under the Workers Compensation Laws, which exist in the sending fire department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of the authority conferred by this agreement.
4. The party who requests 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 that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.
5. The party responding to the request for mutual aid under the terms of this agreement assumes all liabilities and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibilities as between the parties for any damage caused to its own apparatus and/or negligence of its personnel while in route to or returning from a specific location.

6. Pursuant to Tennessee Code Annotated Section 29-20-107(f), for liability purposes only, employees of the responding party at the scene of the incident shall be considered employees of the requesting party while acting pursuant to this agreement.
7. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid fire assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.
8. The senior officer in whose jurisdiction or community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior fire officer in command of the responding party.
9. This agreement shall continue from year to year from the date of its enactment, unless written notice of termination is given by any party hereto to all the other parties hereto at least sixty (60) days prior to July 1 of any year. No further obligations or liabilities shall be imposed upon the withdrawal party after termination.
10. This agreement shall be valid only when it is executed by Mayors/County Executives, or Chairman of the Board of the respective political jurisdiction pursuant to the ordinance/resolutions of each jurisdiction authorizing the Mayor/County Executive to execute it.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the day and year written above and, as to those executing the agreement after the date, to be effective as of the date of execution.

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EXECUTION PAGE

(To Be Attached And Becomes A Part Of The Fire And Emergency Assistance Mutual
Aid Agreement of _____.)
Date

CITY/COUNTY OR GOVERNING BODY _____

ADDRESS _____

BY: _____
(Mayor, City Manager, Director)

Printed: _____ Title: _____

BY: _____ Printed: _____
Fire Chief

ATTEST: _____
City Recorder/Secretary

Department Name _____