## LA CROSSE COUNTY FIRE DEPARTMENT MUTUAL AID AGREEMENT

This agreement is entered into on <u>Jept. 10, 2015</u> between the undersigned La Crosse County Fire Departments to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and firefighting.

## It is agreed that:

- 1. On request by an authorized representative of a member fire department to one or more member departments, firefighting equipment and personnel will be dispatched when available to any point within the area the requesting department normally provides fire protection.
- 2. Mutual aid is not to be a substitute for the undersigned departments to provide adequate staffing and equipment to meet the normal day-to-day service demands of their respective response areas.
- 3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- 4. This agreement shall not cover specialized hazardous materials responses for the participating departments of this agreement.
- 5. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - A. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
  - B. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the officer. It will be

- agreed upon that both agencies must utilize the National Incident Management System (NIMS) for the management of all emergencies.
- C. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when a responding organization is needed within the area for which it normally provides fire protection.
- D. In the event that an emergency occurs in the response territory that requires the aiding department to recall their mutual aid units, said units will be released from providing mutual aid as soon as safely possible by the incident commander.
- 6. Each party to this agreement hereby waives all claims against the other party for compensation for any loss, damage, injury or death arising from or related to a party's performance of its obligations pursuant to this agreement.
- 7. The chief fire officers and personnel of the fire departments of all parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's facilities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
- 8. The technical heads of the member fire departments of this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the member departments.
- 9. All equipment used by the requesting department in carrying out this agreement will be owned by that department; and all personnel acting for the requesting department under this agreement will be employees of the requesting department.
- 10. All equipment used by the responding department in carrying out this agreement will be owned by that department; and all personnel acting for the responding department will be employees of the responding department.

11. This agreement shall become effective on the date signed and remain in full force and effect until cancelled by mutual agreement of the parties or by written notice by one party to the others, giving thirty (30) days notice of said cancellation.

BANGOR

LA CROSSE Twith Kelet MAYOR Ilri Lehrhe, City Clerk-lugg A Chelan 2 1/11/15

**ONALASKA** 

**FARMINGTON** was Nem Charmen & FMECHER

Michelle Kind Clerk

HOLMEN

Ally Bogest President Jules is Olan, Seety/Tross Bill Rehm osst chief

**WEST SALEM** 

SHELBY

Den Sen W. Alden Berry
Dand Towner Secretary / Treasurer
Deve Munson fire Cheef
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