

Gregg A. Cleveland, Fire Chief La Crosse Fire Department

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Serving La Crosse and Southwestern Wisconsin Quality Emergency Services Since 1896

CITY OF LA CROSSE AND TOWN OF SHELBY MUTUAL AID AGREEMENT

This agreement is entered into on March 14, 26, between the Town of Shelby Fire Department and the City of La Crosse Fire Department 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 to an authorized representative of the Town of Shelby Fire Department by a representative of the City of La Crosse Fire Department, firefighting equipment and personnel of Town of Shelby will be dispatched when available to any point within the area for which the City of La Crosse Fire Department normally provides fire protection as designated by the representative of the City of La Crosse Fire Department.
- 2. On request to an authorized representative of the City of La Crosse Fire Department by a representative of the Town of Shelby Fire Department, firefighting equipment and personnel of the City of La Crosse Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the Town of Shelby.
- 3. Mutual aid is not to be a substitute for the City of La Crosse or Town of Shelby to provide adequate staffing and equipment to meet their normal day-to-day service demands of their respective response areas.
- 4. 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.
- 5. This agreement shall not cover specialized hazardous materials responses for the Town of Shelby and the City of La Crosse.
- 6. 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, the 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 office 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 the 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.
- 7. Each party 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.
- 8. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
- 9. The technical heads of the fire departments of the parties to 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 City of La Crosse and Town of Shelby or their designees.
- 10. All equipment used by City of La Crosse Fire Department in carrying out this agreement will be owned by the City of La Crosse Fire Department; and all personnel acting for City of La Crosse Fire Department under this agreement will be employees of the City of La Crosse Fire Department.
- 11. All equipment used by Town of Shelby Fire Department in carrying out this agreement will be owned by the Town of Shelby Fire Department; and all personnel acting for Town of Shelby Fire Department under this agreement will be employees of Town of Shelby Fire Department.
- 12. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

Mutual Aid Agreement Town of Shelby and City of La Crosse

Tim Candall, Town Chairman Town of Shelby	Tim Kabot, Mayor
6-17-2014	City of La Crose
Date	Date
Cathy Onsager Town Clerk/Treasurer Town of Shelby	Hu Lihulu Teri Lehrke City Clerk City of La Crosse
6-10-2014 Date	$\frac{6-23-14}{\text{Date}}$
Mike Kemp Fire Chief Town of Shelby Date	Gregg A. Cleveland Fire Chief City of La Crosse 6/30/14 Date