

Appendix R Sample Mutual Aid Agreement

**MUNICIPAL/LOCAL SERVICE DISTRICT FIRE PROTECTION
MUTUAL AID AGREEMENT**

This Mutual Aid Fire Protection Agreement entered into this _____ day of _____ 20__ between the Municipality/Local Service District of _____ AND the Municipality/Local Service District of _____ is for the purpose of servicing, in accordance with PART _____ hereunder, Fire Protection of Life and Property and in Firefighting, provided:

1. This Agreement shall remain in full force and effect until such time as it is revoked, in writing, by both parties or replaced by a new agreement.
2. Both parties to this Agreement, shall, with three (3) month written notice from either party, meet and negotiate charges or amendments to the Agreement.
3. Failure to pay, where applicable, the agreed cost-sharing funding for services within three (3) months of the agreed date of payment in the Agreement shall render this Agreement null and void.

PART 1 - AGREEMENT BETWEEN MUNICIPALITY/LOCAL SERVICE DISTRICT HAVING FIREFIGHTING EQUIPMENT/ORGANIZED FIRE DEPARTMENT AND MUNICIPALITY/LOCAL SERVICE DISTRICT NOT HAVING FIREFIGHTING EQUIPMENT AND/OR ORGANIZED FIRE DEPARTMENT.



IT IS AGREED THAT:

1. Upon request, through a predetermined fire alarm system, the Municipality/Local Service District of _____, hereinafter referred to as the Responding Party, shall, subject to #3 below, dispatch to any point within the Municipality/Local Service District of _____, hereinafter referred to as the Requesting Party, firefighting equipment and personnel deemed necessary for the situation by the Responding Party.

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2. The Officer-in-Charge of the Responding Party=s firefighting equipment and personnel shall have full control of the situation and all personnel engaged in fighting the fire.
3. The Responding Party shall be released by the Requesting Party when their services are no longer required or when the Responding Party is needed within the area for which it normally provides fire protection.
4. Each party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
5. Both Parties to this Agreement shall have full protection of the applicable Sections of the Municipalities Act/Local Service District Regulations.
6. The Requesting Party shall pay to the Responding Party the sum of \$_____ per fiscal year on or before _____ of each year for the services outlined in this Agreement.
7. PART II - AGREEMENT BETWEEN PARTIES HAVING FIREFIGHTING EQUIPMENT AND ORGANIZED FIRE DEPARTMENT.

IT IS AGREED THAT:

1. Upon request, through a predetermined fire alarm system, either party to this Agreement shall provide Mutual Aid assistance to the other party as deemed necessary by the Requesting Party.
2. All firefighting equipment and personnel shall be under the full control of the Officer-in-Charge of the jurisdiction to which the firefighting equipment and personnel is responding.
3. The Requesting Party shall release the Responding Party when their services are no longer required or when the Responding Party is needed within the area for which it normally provides fire protection.
4. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

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- 5. Both Parties to this Agreement shall have the full protection of the applicable Sections of the Municipalities Act/Local Service District Regulations.
- 6. Neither Party shall be reimbursed for any costs incurred pursuant to this Agreement.

Signed by the proper officers of the Parties in the presence of the witness hereto subscribing:

Municipality/Local Service District

Municipality/Local Service District

Mayor/Chairperson

Mayor/Chairperson

Clerk/Secretary

Clerk/Secretary

Witness

Witness