

# MUTUAL AID AGREEMENT FOR EMERGENCY SERVICE ORGANIZATIONS

## SERVING PENNINGTON COUNTY

### PREMISE:

There are incidents or emergencies which, occasionally, may be beyond the capabilities of the organization which has primary responsibility. In these situations the primary organization may need to request mutual aid from other organizations to effectively mitigate the incident or emergency.

### PURPOSE:

This mutual aid agreement establishes guidelines for the formation and implementation of a Mutual Aid assistance program for the protection of life and property from fire, medical, technological, natural disasters and other emergency situations that exceed the capabilities and resources of the primary organization.

### SCOPE:

It is intended to include organizations directly, or indirectly, involved in providing emergency services to the citizens of Pennington County. Further, it is intended to include any organization outside of Pennington County that may wish to participate in this mutual aid agreement.

## **A. GENERAL AGREEMENTS**

1. It is agreed by those organizations signing this agreement that emergencies, whether they be fire, medical, technological or natural disasters are the responsibility of the organization that has primary response coverage.
2. No participating organization shall be reimbursed by any other participating organization for costs incurred pursuant to this agreement, with the exception of Specialized Assistance and those organizations that have valid agreements with the South Dakota Resource Conservation Forestry.
3. The assisting organization may be reimbursed for costs for specialized assistance. These costs may include, but are not limited to: equipment, manpower, supplies, repairs, fuel and meals. Any request for reimbursement will be at South Dakota Resource Conservation Forestry contract rates, or actual costs.
4. The requesting organization may, at the option of the responding organization, either replace or reimburse the responding organization for the direct cost of all materials and supplies such as foam, dry chemicals, or other items consumed or expended by the responding organization.
5. Any request for reimbursement for Specialized Assistance will be after both parties have met to discuss costs, billing procedures, etc.
6. Each organization waives all claims against every other organization for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

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7. All organizations operating under this mutual aid agreement shall use the Incident Command System.
8. In the event of a incident involving an aircraft owned or operated by the United States Air Force, or military aircraft of any foreign nation, or any military vehicle or property owned by the United States Air Force, the Fire Chief of the Ellsworth Air Force Base Fire Department, or his representative, may assume full command upon his arrival at the scene of the incident.
9. All responding personnel under this mutual aid agreement shall be bona fide members of the assisting organization, not less than eighteen years of age, insured by workman's compensation insurance, properly trained to perform the task(s) required and respond with the proper protective clothing and personal safety equipment required to perform the assigned task(s).
10. It shall be the responsibility of the assisting organization to insure that their personnel meet these requirements prior to being dispatched and that the assisting organization has adequate insurance on personnel, equipment and vehicles.
11. Any overhaul, mop up and/or clean up operations shall be the responsibility of the primary organization; however, mutual aid maybe requested to assist the primary organization.
12. Investigation for origin and cause of fires, cause of vehicle accidents, etc. shall be the responsibility of the primary organization, however any organization may request mutual aid to assist in their investigation. The findings of the investigation shall be shared jointly, as needed.
13. The assisting organization shall not leave the incident until released by the Incident Commander. It shall be the responsibility of the Incident Commander to release mutual aid organizations as soon as possible or if their services are required in their primary area of responsibility.
14. Nothing in this agreement shall prohibit a participating organization from entering into separate or additional agreement(s) with other participating or non-participating organization(s) nor shall this agreement take precedent over any other agreements entered into by organization(s).
15. This agreement shall also pertain to any and all training that is conducted among the participating organizations.
16. It is not the intent of this agreement for any organization to subsidize either personnel or equipment, the normal day-to-day operations of another participating organization.
17. Participating organizations must provide their own workers compensation, general commercial liability and vehicle liability insurance. Certificate of insurance maybe requested.

**B. OPERATING PROCEDURES**

1. The first arriving unit or organization, regardless of area of responsibility will assume incident Command.
2. The Incident Commander will be the person who makes the request for mutual aid assistance. That request shall include a statement of the type of incident, type of equipment requested, location (directions if necessary), number of personnel requested, incident name, name of Incident Commander, location of command or staging area.
3. All requests for mutual aid will be directed to Pennington County Emergency Services Communication Center (ESCC).
4. All requests for mutual aid will be in accordance with the policies and procedures as defined by the ESCC.
5. Fire departments should request the pre-established response levels, whenever possible to avoid "stripping" a fire department of its resources and leaving unprotected areas.
6. In the event that the ESCC is unable to ascertain the organization with primary responsibility for an incident, the dispatcher will use their best judgment in dispatching organization(s) to the incident.
7. The assisting organization shall report to the Incident Commander, or his designated person. It is the responsibility of the Incident Commander to make himself/herself plainly visible and accessible.
8. No organization or individual will argue with the dispatcher. Any questions or concerns regarding a dispatch will be directed to the Director of the ESCC or any member of the ESCC User's Board for their review and action.
9. If any organization is unable to provide the requested assistance, for whatever reason, it is the responsibility of the assisting organization to notify dispatch immediately.

**C. CHANGES AND AMENDMENTS**

1. It shall be the responsibility of the Pennington County Firefighters Association (PCFFA) to appoint a committee to review this agreement not less than every two years. This committee shall determine if the agreement satisfactorily implements the objectives of the plan, is consistent with current operating guidelines and make the necessary recommended changes to the PCFFA.
2. All participating organizations reserve the right to request the PCFFA to modify or change this agreement by presenting their request in writing, or verbally, at any regularly scheduled meeting of the PCFFA. The PCFFA shall then inform all participating organizations of the proposed change(s).

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3. Participating organizations shall vote upon the proposed change(s) at the next regularly scheduled meeting of the PCFFA after all participating organizations have received at least 30 days advance notice of proposed changes. Each participating organization shall be entitled to one vote per organization.

4. After approval of any modifications this agreement shall be signed by all participating organizations.

5. Any organization desiring to withdraw from this agreement must submit a "letter of withdrawal" to the PCFFA and all participating organizations. The letter of withdrawal shall become effective 30 days after being read at the next regularly scheduled meeting of the PCFFA. The letter of withdrawal must be signed by the highest authority in the organization.

#### **D. DEFINITIONS**

*Assisting Organization:* The organization that is providing the assistance to the requesting organization.

*Mutual Aid:* Rendering aid to another organization to enhance their capabilities in managing an incident.

*Organization:* Any fire department, career or volunteer; search & rescue team; city, county, state or federal government; city, county or state law enforcement agency; ambulance service; emergency management; or other group that desires to be a part of this agreement.

*Primary Area of Responsibility:* The pre-defined and agreed upon geographical area for which an organization provides initial response for incidents.

*Primary Organization:* The organization that has the initial responsibility for a given area.

*Requesting Organization:* The organization that places the first call for mutual aid assistance.

*Specialized Assistance:* Assistance beyond the normal scope of firefighting, medical, etc., may include but not limited to hazardous materials equipment or vehicles, high angle rescue, water rescue, contracted firefighting assistance, fixed wing aircraft, helicopters.

Adopted: September 1993

Revised: June 2000

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