

FIRE PROTECTION MUTUAL AID AGREEMENT  
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of \_\_\_\_\_ and the County of Wake.

**W I T N E S S E T H:**

THAT, WHEREAS, North Carolina General Statutes § 58-83-1, 160A-293 and 153A-233 authorize counties, municipal corporations and fire protection districts to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve (a practice generally known as “mutual aid”), provides for retention of rights, privileges and immunities enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provides for retention of rights, privileges and immunities of counties, municipal corporations and fire protection districts enjoyed by those agencies in their response areas when those agencies respond beyond those response areas; and

WHEREAS, it is in the best interests of Wake County, municipal corporations within Wake County and private non-profit corporation fire departments with which Wake County contracts to formalize their commitment to mutual aid in the form of a mutual aid agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed as follows:

1. The following definitions are herewith adopted as part of this Agreement:
  - a. FIRE CHIEF means the chief operating officer of a lawfully-organized fire department;
  - b. FIRE DEPARTMENT means any subdivision of County or municipal government that delivers fire protection services, or a private non-profit corporation that delivers fire protection services within Wake County pursuant to a contract with Wake County;

- c. MEMBER means (and is limited to) a bona fide employee or member in good standing of a subdivision of County or municipal government or private non-profit corporation fire department that delivers fire protection services, and that is party to this Agreement.
  - d. FIRE PROTECTION SERVICES includes (but is not limited to) firefighting, hazardous-materials release control (other than that furnished by the City of Raleigh Fire Department through its contract with Wake County), emergency medical event response, technical rescue response (including, but not limited to, structural collapse rescue, confined-space rescue, and water rescue) and such other emergency response activities that are customarily associated with fire department response, or are otherwise authorized by state law, subject to the limitations contained elsewhere in this Agreement.
  - e. MUTUAL AID RESPONSE is a response of the personnel and equipment of a fire department party to this Agreement requested by the fire chief of a fire department party to this Agreement, or his or her designee, in command of an emergency response activity, and is in addition to, and does not supercede or void any automatic-aid response.
2. Each fire department party to this Agreement agrees to:
- a. Provide for a written standard operating procedure that gives direction to fire department members on how a mutual aid response will be summoned (on the part of a requesting fire department) or undertaken (on the part of a responding fire department);
  - b. Assume responsibility for implementation and coordination of an incident command system at a mutual aid event that incorporates the operations of responding departments into that system, including delivery of assignments, information and direction to the ranking officer of the responding fire department present at the mutual aid scene;
  - c. Waive any and all claims of liability against a fire department requesting mutual aid for death or injury of any member, for damage, theft, loss or destruction of any fire department equipment or personal property of fire

department members in connection with response to, operation at, and/or return from a mutual aid event;

- d. To the extent provided by state law, indemnify and hold harmless any fire department, fire chief or fire department member responding to a request for mutual aid from third-party claims arising from third-party personal injury or property damage in connection with provision of fire protection services at that mutual aid event, or any fire department that elects to respond to a mutual aid request in a manner different from the request, or any fire department that elects not to respond to a mutual aid request because of immediate community protection needs of its own;
- e. Waive any and all claims against a fire department requesting mutual aid for any costs incurred in connection with response to, operation at, and/or return from a mutual aid event, including (but not limited to) salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation, except that a responding department that expends materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services may present to the requesting department an itemized statement of costs for such materials, upon receipt of which such materials shall be paid for by the requesting department;
- f. Refrain from undertaking any fire protection service activity, including (but not limited to) technical rescue activities, when the responding department is neither trained nor equipped to undertake such activity, and so advise the requesting department's incident commander upon request for delivery of such service; and
- g. Upon request, to furnish to the Wake County Fire Marshal information on fire protection service equipment, capabilities and personnel so that the Fire Marshal may maintain a "mutual aid resource database" for use by all parties to the Agreement.

3. This Agreement shall remain in effect from the date of execution until July 1, 20\_\_, and, thereafter shall renew automatically on July 1 of each subsequent year for forty (40) years, except that:
  - (a) A party to this Agreement may elect to terminate its participation upon thirty-day written notice, mailed via registered mail-return receipt requested to the Wake County Fire Marshal; or
  - (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners.
4. Upon initiation of this Agreement, and not less frequently than annually, the Wake County Fire Marshal shall furnish to all parties to this agreement a list of all parties to this Agreement. In the event that a party to this Agreement elects to terminate its participation, the Fire Marshal shall notify all other parties to the Agreement of such action by conventional mail, electronic mail and facsimile as soon as possible after the Fire Marshal's receipt of notice of such termination.
5. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with a fire department outside of Wake County.
6. Nothing in this agreement is intended to or shall be construed as waiving any immunity or other defense available under North Carolina law.

\*  
\*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, the day and year first written above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

County of Wake:

\_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

City of \_\_\_\_\_

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_