



FIRE DEPARTMENT

DATE: December 20, 2016
FROM: Joel Boespflug, Fire Chief
ITEM: Update Fire Department Mutual Aid Agreements

REQUEST

Placement on consent agenda.

Please place this item on the December 27, 2016 City Commission meeting.

BACKGROUND INFORMATION

To update and implement mutual aid agreements strengthen firefighting resources in the event of large-scale emergencies and to update the liability insurance coverage to the required amounts. If approved, the agreements will be implemented with the fire departments of Mandan, Mandan Rural, Bismarck Rural, Dickinson, Williston, Minot, Jamestown, Grand Forks, Devils Lake, West Fargo and Fargo. These departments will each sign individual agreements as attached.

RECOMMENDED CITY COMMISSION ACTION

To provide authorization to enter into agreement with the listed fire departments.

STAFF CONTACT INFORMATION

Joel Boespflug, Fire Chief; email: jboespflug@bismarcknd.gov; phone 355-1400
Dean Meyer, Deputy Fire Chief; email: dmeyer@bismarcknd.gov; phone 355-1400

MUTUAL AID AGREEMENT

Memorandum of Understanding (MOU) between

_____ Department

And

Bismarck Fire Department

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;
- Whereas, neither of the parties to this Agreement possesses all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local basis.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

■ Terms of the Agreement

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.

- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the chief officer from the requesting entity shall be required to contact the chief officer of the responding entity by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.
- 4) During an emergency situation, the ranking officer from the assisting entity will immediately report to incident command or staging as directed for assignment. All personnel shall work under the direction of the designated incident command/unified command. Under normal conditions personnel from both the assisting and requesting entity shall operate under the direction of their commander or officer once they are authorized to undertake assignments (i.e., ICS Branch assignment, Group assignment, RIT, or special operations). However, personnel from either the requesting or the assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the incident commander or agency representatives in the incident command structure.
- 5) In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- 6) During a hazardous materials or structural collapse type emergency, the requesting entity is to follow the protocols for requesting regional response.
- 7) Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.

8) Liability, Workforce Safety, Property Damage.

A. Workforce Safety Coverage.

Each entity will be responsible for its own actions and those of its employees. Each entity is responsible for complying with North Dakota's workforce safety rules. Each entity should understand that workforce safety coverage does not automatically extend to volunteers. Each entity may obtain workforce safety coverage for any volunteer at its discretion.

B. Liability Insurance Coverage.

Each entity is responsible for its own actions. Each entity agrees to obtain public liability insurance coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association. Each entity is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.

C. General Liability, Public Officials Liability.

(1) For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees (NDCC 32-12.1-02(3)) of the requesting entity.

(2) The requesting entity agrees to defend and indemnify the assisting entity against any claims brought or actions filed against the assisting entity or any employee of the assisting entity for personal injury or damage to the property of any third person or persons, arising from the performance and provision of assistance pursuant to this Agreement within the limits of NDCC 32-12.1.

9) On a regular basis, each entity shall develop and update a plan providing for effective mobilization of resources and facilities.

10) Interagency assistance plans may be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans. In addition to the emergency response plans set forth in this Agreement, the parties herein may develop and implement memorandums of agreement relating to additional assistance on a routine non-emergency basis.

11) The parties agree to review interagency assistance plans and the provisions of this Agreement at least biennially, or sooner at the request of either party due to a change in law or regulation, change

in key command staff, a material change in the requesting agency's interagency assistance plan or as a follow-up to an incident where assistance was provided under this Agreement. For any amendment proposed by either party, the parties shall meet and discuss the proposed amendment in good faith and shall arrive at a mutually agreeable solution. If the parties agree to an amendment, this Agreement may be rewritten and re-executed or the parties may execute a written amendment to this Agreement, subject to the approval of the respective governing bodies.

- 12) Nothing within this Agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.
- 13) This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between the parties from year to year until participation in this Agreement is terminated by either party. Either party to this Agreement may terminate participation in this Agreement upon thirty days written notice addressed to the designated public official of the other party to this Agreement.
- 14) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
- 15) The requesting entity agrees to reimburse assisting entity for actual costs of personnel, equipment, facilities, and related resources used during the period of assistance unless mutually accepted costs associated with these resources have been pre-identified in addendum to this Agreement. The providing jurisdiction may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment. Funding sources associated with this Agreement may include any or all combinations of federal, state, local, and private funding. The parties understand that federal reimbursement, as a result of declared disasters or emergencies, is contingent upon policy and practice. If participating jurisdictions routinely waive response costs, such costs normally acceptable for federal reimbursement will be ineligible. All reimbursement will be based upon proper documentation, accountings, inventories, receipts, and other evidence of expenses provided by the responding entity.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Jurisdiction/ Organization

Bismarck Fire Department

Fire Chief

Date: _____

Mayor, Bismarck City Commission

Date: _____

Attest: _____

Jurisdiction/ Organization

_____ Department

Fire Chief

Date: _____

Date: _____

Attest: _____