

NORTH CAROLINA

WAKE COUNTY

RECIPROCAL AUTOMATIC AID AGREEMENT FOR EMERGENCY RESPONSE

This Reciprocal Automatic Aid Agreement for Emergency Response (“Agreement”) made and entered into this _____ day of _____ by the Town of Cary, Wake County, North Carolina; the Town of Apex, Wake County, North Carolina; and the Town of Morrisville, Wake County, North Carolina (herein referred to individually as “Party” and collectively as “Parties”).

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send personnel and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, it is in the best interests of the Parties to this Agreement to formalize their commitment to the provision of exemplary emergency services through effective responses involving decreased response times;

WHEREAS, the Parties have entered into a Interlocal Agreement for Emergency Dispatch and Communication Services dated the 15th day of January, 2019, and have developed written protocols which are maintained and utilized on all emergency incidents whereby the Town of Cary Emergency Communications Center (ECC) simultaneously dispatches the applicable departments;

WHEREAS, the purpose of this Agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident based upon the principle of closest unit response regardless of the geographic location of jurisdictional and municipal boundaries;

WHEREAS, it is deemed to be in the public interest for the Parties hereto to enter into an Agreement for automatic aid assistance, in order to efficiently and effectively mitigate emergencies, as well as providing reserves needed to assure the communities of adequate emergency response;

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized;

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

1. The recitals are hereby incorporated into this Agreement;
2. The Cary ECC will dispatch available apparatus, equipment, and manpower into action to assist the Party in need of aid. The Cary ECC will dispatch the appropriate apparatus, equipment, and manpower based upon established closest unit response protocols;
3. When an incident or an increase in responses significantly diminishes the emergency response capability of a geographical area, the on-duty command staff of each Party shall implement various system status management activities by back-filling stations and/or temporarily assigning apparatus and crews to stage in specific areas.
4. When any Party is providing automatic aid to another Party, said Party shall respond with a minimum of one piece of fire apparatus capable of providing the technical assistance needed to assist in mitigating the incident. It shall be the responsibility of the officer of the fire department of the responding Party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Party sending assistance. The responding Party shall refrain from undertaking any emergency response activity when the responding Party is neither trained nor equipped to undertake such activity, and so advise the Cary ECC upon request for delivery of such service;
5. The Party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location;
6. Each Party to this Agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Party requesting assistance except for any compensation exchanged subsequent to the execution of contracted service areas;
7. The term of this Agreement shall remain in effect from the date of execution until _____, and, thereafter shall renew automatically on July 1 of each subsequent year;
8. Either Party may, at any time, terminate this agreement upon the serving of a thirty-day written notice to each of the Fire Chiefs of the parties to agreement. Amendments to this Agreement shall be made in writing and signed by all Parties; provided, however, that upon mutual agreement of the Fire Chiefs of each Party, the response plans and dispatch protocols may be amended from time to time as deemed appropriate by all Fire Chiefs;

9. When a Party's fire department personnel respond pursuant to the agreement, members and employees of the Party's department shall have all authority, rights, privileges and immunities including coverage under the Workers' Compensation Laws, as they have when responding to a call and while working at a fire or other emergency inside the territorial limits normally served.

10. 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 the corporate municipalities listed herein;

THEREFORE, The Town Manager and Fire Chief of each party are authorized to execute this document on behalf of their respective Parties.

In witnesseth whereof, the Parties hereto have caused this agreement to be duly executed on the day and year first above written.

TOWN OF CARY

Town Manager

Fire Chief

Town Clerk

[Town of Cary Seal]

TOWN OF APEX

Town Manager

Fire Chief

Town Clerk

[Town of Apex Seal]

TOWN OF MORRISVILLE

Town Manager

Fire Chief

Town Clerk

[Town of Morrisville Seal]