

FIRE PROTECTION EQUIPMENT
MUTUAL AID AGREEMENT

WAKE COUNTY, NORTH CAROLINA

W I T N E S S E T H:

THAT, WHEREAS, North Carolina General Statute §58-83-1 authorizes 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, on or about July 1, 2022, the Towns of Cary, Apex, and Morrisville (among other parties) entered into a Wake County Fire Protection Mutual Aid Agreement which, unless terminated earlier in accordance with its terms, renews automatically each year on July 1st; and

WHEREAS, the Wake County Fire Protection Mutual Aid Agreement outlines the agreement between the parties to provide fire protection services to response areas that they normally do not serve but does not directly address the need to share Equipment among the participating parties; and

WHEREAS, it is in the best interests of the Towns of Cary, Apex, and Morrisville, municipal corporations within Wake County, to formalize their commitment to the sharing of Equipment in the form of a mutual aid agreement (Cary, Apex, and Morrisville may be collectively referred to as “Parties” hereinafter); and

WHEREAS, this Fire Protection Equipment Mutual Aid Agreement (hereinafter “Agreement”) does not replace, terminate, alter, or in any way modify the Wake County Fire Protection Mutual Aid Agreement but will instead operate in addition to it.

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 hereby adopted as part of this Agreement:
 - a. EQUIPMENT means Fire Engines and Rescue trucks and apparatus associated with, or necessary for the function of, the vehicles only and does not include aerial or other apparatus.
 - b. FIRE CHIEF means the chief operating officer of a lawfully-organized fire department.

- c. FIRE DEPARTMENT means the municipal government that is a party to this Agreement that delivers fire protection services.
- d. LENDING FIRE DEPARTMENT means the Fire Department that owns the Equipment that is being used by the Requesting Fire Department pursuant to this Agreement.
- e. MUTUAL AID RESPONSE is a response of the lending of Equipment and/or apparatus of a Fire Department party to this Agreement requested by the Fire Chief of a Fire Department party to this Agreement, or the Fire Chief's designee, in command of an emergency response activity, and is in addition to, and does not supersede or void any automatic-aid response.
- f. REQUESTING FIRE DEPARTMENT means the Fire Department requesting the use of another Fire Department's Equipment.

2. Each Fire Department party to this Agreement agrees as follows:

- a. The Fire Chiefs will collectively provide for a written standard operating procedure that gives direction to department members on how a mutual aid response for Equipment will be summoned (on the part of a Requesting Fire Department) or undertaken (on the part of a Lending Fire Department), including the process and the listing of what, if any, other apparatus typically associated with the requested truck will be needed;
- b. The Fire Departments agree that it is the intent of this Agreement that Equipment will be shared for only a short term, not to exceed three (3) weeks. The respective Fire Chiefs may however agree to a longer term on a case-by-case basis as agreed to consistent with the procedure created by subsection (a) of Paragraph 2 of this Agreement;
- c. It is understood and agreed to by the Fire Departments that normal wear and tear to Equipment is expected during use by a Requesting Fire Department and repair of normal wear and tear will be at the election and expense of the Lending Fire Department. Damage occurring to the Equipment while in use by the Requesting Fire Department that is beyond normal wear and tear will be repaired in the manner elected by the Lending Fire Department. The cost of said repair will be reimbursed by the Requesting Fire Department upon receipt of an invoice from the Lending Fire Department. The Lending Fire Department will consult with the Requesting Fire Department and make the Requesting Fire Department aware of the cost of repair prior to incurring that cost;
- d. The Requesting Fire Department waives any and all claims of liability against the Lending Fire Department for death or injury of any person, and for damage, theft, loss or destruction of any Requesting Fire Department equipment, or personal

property of the Requesting Fire Department employees, in connection with operation of Equipment provided by a Lending Fire Department;

- e. To the extent provided by law, the Requesting Fire Department indemnifies and holds harmless the Lending Fire Department and its respective Fire Chief, and Fire Department employees, from third-party claims arising from third-party personal injury or property damage in connection with the Requesting Fire Department's use of Equipment; and

3. This Agreement shall remain in effect from the date of execution until July 1, 2024, and, thereafter shall renew automatically on July 1 of each subsequent year for twenty (20) years, except that:

- (a) A party to this Agreement may elect to terminate its participation upon thirty-day written notice, mailed via certified mail or through a mail delivery service with a delivery receipt, to all other participating parties; or
- (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, for approval by the respective other parties.

4. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with any other Fire Department inside or outside of Wake County.

5. Nothing in this Agreement shall be interpreted to amend, override, supplant, terminate, or otherwise modify any mutual aid agreement existing between the parties, or between any party and other Fire Departments, Wake County, or any other entity.

6. Nothing in this Agreement is intended to or shall be construed as waiving any immunity or other defense available under North Carolina law.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

8. This Agreement contains the full understanding of the Parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

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

Town of Apex:

Shawn Purvis, Interim Town Manager

Date: _____

Town of Cary

Michael Cooper, Fire Chief

Date: _____

Town of Morrisville

Brandon Zuidema, Town Manager

Date: _____