

**GEORGIA DEPARTMENT OF CORRECTIONS**  
**FIRE SERVICES**  
**MUTUAL AID AGREEMENT**

**An agreement for Mutual Aid for Fire Protection and Emergency Services, between the Lee Arrendale State Prison Fire Department and City of Cleveland Fire Department**

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WHEREAS it is in the best interest of each fire department participating herein that a mutual aid agreement be established to provide automatic response on the first alarm of fire and/or other emergencies within City of Cleveland Fire Department’s response area; and

WHEREAS, in the event of a fire or other emergency, the department may require additional apparatus, personnel, or specialized equipment from the other participating departments;

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**IT IS THEREFORE AGREED:**

1. This agreement shall be mutual and binding upon each participating fire department.
  2. All conditions, procedures, and liability protections contained in the City of Cleveland Fire Services Mutual Aid Agreement are hereby extended to and incorporated into this agreement.
  3. All requests for assistance beyond the automatic response on the first alarm shall be handled in accordance with standard mutual aid procedures.
  4. The ranking officer within the jurisdiction where the incident occurs shall serve as the Incident Commander.
  5. Chief officers from each department shall make every reasonable effort to cancel responding units while enroute or return units to service from the scene when they are not needed.
  6. Each department shall conduct joint training exercises at least quarterly.
  7. Responding apparatus shall operate on the primary radio frequency of the department in whose jurisdiction the incident occurs, or on a designated mutual aid frequency when appropriate.
  8. Assistance shall be rendered provided that the personnel and equipment of the responding department are not committed to another emergency incident.
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## **ICS / NIMS COMPLIANCE**

All operations conducted under this agreement shall comply with the principles of the **National Incident Management System (NIMS)** and the **Incident Command System (ICS)**.

All responding personnel shall operate within the established incident command structure, and Unified Command shall be utilized when appropriate. Resource accountability, communications, and span of control shall be maintained in accordance with NIMS/ICS standards.

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## **LIABILITY AND COMPENSATION**

9. There shall be no liability imposed on either party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergencies. All damages or repairs to any equipment or apparatus shall be borne by the owning jurisdiction.
  10. No party under this agreement shall be required to pay compensation to the other party for services rendered pursuant to this agreement, as the mutual advantage and protection afforded hereby is considered adequate compensation to both parties.
  11. Each party agrees to release, indemnify, and hold harmless the other party from any and all liabilities, claims, judgments, costs, or demands arising from damage to that party's property, whether intentional or unintentional, and whether directly or indirectly arising from the use of any vehicle, equipment, or apparatus during the provision of services pursuant to this agreement.
  12. Any damage or compensation required to be paid to any personnel due to injury occurring while services are provided pursuant to this agreement shall be the sole responsibility of the party regularly providing insurance coverage for that individual.
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## **MUTUAL AID ASSIGNMENTS**

1. Lee Arrendale State Prison Fire Department shall respond with personnel to reported structure fires within the City of Cleveland response area and to any other emergencies as requested by the City of Cleveland Fire Department.
  2. Any additional units required on the first alarm or beyond shall be requested by the Incident Commander.
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## TERM AND TERMINATION

This agreement shall become effective upon execution by all parties and shall remain in effect until terminated.

Either party may terminate this agreement, with or without cause, by providing thirty (30) days' written notice to the other party.

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## SIGNATURES:

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Carmon Edwards, Warden  
Lee Arrendale State Prison

Date

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Ashley Benfield, Fire Chief  
Lee Arrendale State Prison

Date

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Jason Bryant, Fire Chief  
City of Cleveland

Date

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Glynn Pittman, Director  
GDC Fire Services

Date