

ALABAMA ASSOCIATION OF FIRE CHIEFS MUTUAL AID CONSORTIUM AGREEMENT

I. PURPOSE

This Agreement is intended to provide an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance.

II. AUTHORITIES

Pursuant to §11-43-140 et seq. of the Code of Alabama, 1975, the governing body of a city or town may enter into agreements to provide aid beyond their corporate limits.

Pursuant to §11-89-1 et seq. of the Code of Alabama, 1975, the board of a recognized fire district may enter into agreements as may be necessary to accomplish the purpose of the fire district, including providing and receiving aid.

III. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or unless the context otherwise requires:

- a. “Board” means board of directors of a fire protection district, or corporate or tribal organization providing public fire protection, as defined and applicable according to the Code of Alabama, 1975, or applicable Federal law.
- b. “Emergency requiring outside assistance” means an event or incident that in the subjective opinion of the local fire chief or other Authority Having Jurisdiction (AHJ) exceeds the capabilities or resources locally available.
- c. “Fire Chief” means the appointed and recognized Chief of the fire department based upon the subjective procedures of the local governing body or board, or his or her expressed designee.
- d. “Fire Department” means any fire department, fire district, or emergency response provider recognized by the Alabama Fire College

and Personnel Standards Commission, or recognized by the Alabama Forestry Commission. This includes any emergency public safety response organization associated with federally recognized Indian tribes located within the State.

- e. “Governing Body” means a county, city, or town council, mayor, or commission as defined and applicable according to the Code of Alabama, 1975. Or any other board, group or body having authority over a fire department as defined above.
- f. “Mutual Aid Member” means any fire department whose governing body or board has ratified this agreement.

IV. SCOPE

This Alabama Association of Fire Chiefs (AAFC) Mutual Aid Consortium (MAC) Agreement includes all Alabama fire departments who have ratified this agreement pursuant to Section VII of this document.

V. LIMITATIONS

Ratification of this Agreement in no way creates, expresses, or implies a duty or responsibility that a fire department must provide aid upon request.

VI. AGREEMENT

There shall be a MAC Board of Directors consisting of a chairperson and 8 Regional Directors. The AAFC President will appoint a MAC Chairperson from the AAFC membership. The AAFC President shall determine the qualifications required for a MAC Director. Each regional division of the AAFC will appoint 2 members meeting the qualifications set forth by the AAFC President, to serve as a MAC Director. All Directors shall serve on a volunteer, unpaid basis, and terms running concurrently with the AAFC President, unless otherwise removed by a majority of the AAFC Board of Directors.

The MAC Directors will develop and maintain the AAFC Mutual Aid Rules and Procedures (Rules and Procedures) for presentation to the AAFC Board of Directors as needed. The Rules and Procedures will set forth the process of requesting aid, reporting and documenting available assets and personnel, and other processes as may be necessary for effective mutual aid preparation and deployment. The Rules and

Procedures will be approved by the AAFC Board of Directors and promulgated to all Mutual Aid Members.

Mutual Aid Member departments agree to provide reports on available assets and resources on an annual basis as provided by the Rules and Procedures.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction requesting assistance shall be the sole judge of determining when an event or incident meets the parameters of an emergency requiring outside assistance, the level and amount of assistance needed, if any, and from whom the assistance is requested.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction receiving a request for assistance has the responsibility of determining, pursuant to the policy and circumstances of his/her jurisdiction at that time, the level and amount of assistance that can be provided to the requesting jurisdiction.

Mutual Aid Member departments agree that the Fire Chief receiving a request for assistance shall promptly notify the Fire Chief requesting assistance what, if any, resources are available for assistance.

Mutual Aid Member departments agree that a recognized Incident Command System shall be used on any event or incident where mutual aid is being provided.

Mutual Aid Member departments agree that during mutual aid operations, any resources or personnel providing aid from an outside jurisdiction will be under the direction and command of the Fire Chief requesting aid.

Mutual Aid Member departments agree that resources, including equipment and personnel, in transit to or from a mutual aid operation but not under the direction and control of the Fire Chief receiving aid, are under the direction and control of the Fire Chief providing aid.

To the extent provided by law, including those in accordance with § 31-9-16 and § 11-89-15 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each Member Mutual Aid department to this agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms of this Agreement.

Mutual Aid Member departments agree to indemnify and hold harmless any other party to this Agreement from any liability, losses, and damages incurred as a result of performance pursuant to this agreement, except to the extent that the indemnified party is determined, absent this agreement, to have legal liability and responsibility for such liability, losses, or damages. For purposes of this paragraph, the term “losses or damages” includes, but is not limited to, any and all costs associated with a legal defense including investigation, attorney fees, and other reasonable expenses in connection with any claim or lawsuit.

Mutual Aid Member departments agree to provide for the payment of compensation, medical, or death benefits of its employees who sustain injury or death while providing aid to a jurisdiction other than that of his/her employer in the same manner and on the same terms as if the injury or death occurred in his/her regular course of employment.

Mutual Aid Member departments agree that any costs incurred in the performance of this agreement, including, but not limited to, compensation, insurance, or otherwise associated with the providing of mutual aid resources, equipment, or personnel, are the responsibility of the fire department providing the resources, equipment, or personnel subject to any negotiated reimbursements provided by the lawful authority of federal, state, or local authority.

.

Participation in this Agreement and providing aid to or requesting aid from a Mutual Aid Member shall be done for a public and governmental purpose and no term or provision of this Agreement is intended or shall be construed to waive immunity granted the parties by the Code of Alabama, 1975, or any other rule of law or provision, statute, ordinance, or regulation having the force and effect of law.

If any provision or term of this Agreement, or the application of the Agreement to any party or entity, is found to be invalid or otherwise unenforceable, the remainder of this Agreement, or the application of the Agreement to remaining parties or entities, shall not be affected thereby.

VII. RATIFICATION

This Agreement shall become binding and effective when it shall have been approved by resolution or ordinance of the Governing Body or Board overseeing a Fire Department and a signed copy of such resolution or ordinance has been transmitted to the AAFC. An example resolution is provided in Appendix I.

This Agreement may be terminated at any time by providing 30-day written notice to the AAFC from the Governing Body or Board.