

WHEREAS, the State of Vermont has determined that the state is vulnerable to a wide range of disasters that are capable of causing disruptions of essential services for fire protection; and

WHEREAS, the State of Vermont has determined that such disasters are capable of exceeding the capabilities of local fire departments, even considering the existence of regional mutual aid agreements; and

WHEREAS, the State of Vermont, through its Division of Fire Safety of the Vermont Department of Public Safety is developing a statewide mutual aid plan between and among local fire departments in order to improve statewide essential services for fire protection capabilities; and

WHEREAS, the State of Vermont has developed a model statewide mutual aid agreement and has proposed that local fire department enter into such agreements to address this need; and

WHEREAS, the Fire Department of the City of Burlington has reviewed this agreement and found it to be beneficial to the City and is similar to existing regional mutual aid agreements; and

WHEREAS, the department has found that the agreement does not obligate the department or the City to render mutual aid assistance but provides the framework for a request for mutual aid when local and regional mutual aid plans have been exhausted, a municipality has declared an emergency and requested a state of emergency be declared by the Governor or the Governor has already issued such a declaration; and

WHEREAS, such agreements are authorized pursuant to 20 V.S.A. §§ 8(b)(9) and 2981 and require the approval of the municipality in order to enter into it.

THEREFORE, BE IT RESOLVED that Seth Lasker, Fire Department Director, or his designee, hereby is authorized to execute a statewide mutual aid agreement with the Division of Fire Safety in form and substance substantially similar to the attached agreement, subject to the prior approval of the contract by the City Attorney.

DIVISION OF FIRE SAFETY

Peter Shumlin
Governor

Keith Flynn
Commissioner of Public Safety

STATEWIDE MUTUAL AID AGREEMENT

This agreement is sponsored and approved by the Governor of the State of Vermont as represented by the Director of the Division of Fire Safety ("Division") and is between and among the local fire departments who execute this agreement ("Participating Parties"). This agreement is based on the existence of the following conditions:

- A. The State of Vermont is vulnerable to a wide range of disasters capable of causing disruption of essential services for fire protection.
- B. Such disasters are capable of exceeding the capabilities that local fire departments and regional mutual aid agreements are able to bring to bear.
- C. This agreement is entered into pursuant to 20 V.S.A. § (8) (b) (9) and 20 V.S.A § 2981 which provides authorities for the local Fire Departments to enter into mutual-aid agreements.
- D. This agreement is entered into voluntarily by the participating parties and does not obligate any of the participating parties to render mutual-aid assistance.
- E. All personnel rendering assistance under this agreement shall be certified as Firefighter I as a minimum standard.
- F. NIMS/ICS shall be used at any incident where this agreement is utilized.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I

Definitions: As used in the Agreement, the following expressions shall have the following meanings:

Agreement – Refers to the Statewide Mutual Aid Agreement ("SMAA")

Participating Parties – The signatories of the agreement

Division – The Division of Fire Safety, Department of Public Safety

Requesting Parties – Those fire departments requesting assistance during an emergency

Assisting Parties – Those fire departments who render aid to the requesting parties

State Emergency Operations Center – The facility designated to coordinate assistance to localities during emergencies

Period of Assistance – The time during which any assisting party renders assistance to any requesting party under this agreement

Declaration of Emergency – When an emergency is declared in accordance with 20 V.S.A. § 10.

Company – A single resource consisting of a ground vehicle providing specified equipment capability and personnel (engine company, truck company, rescue company, etc).

Company Officer – The individual responsible for command of a company.

Single Resource – An individual, a piece of equipment and its personnel, or a crew or team of individuals with an identified leader that can be used at an incident.

Strike Team – Five (5) of the same kind and type of resources with common communications and a leader.

Task Force – A group of any type and kind of resources and a leader, assembled for a specific mission (not to exceed five resources).

Leader – The individual responsible for command of a task force or strike team or single resource

State Support Function 4 (SSF4) - The representative for the Fire Service in the State Emergency Operations Center (“EOC”).

ARTICLE II

Applicability of the Agreement: A participating party may request assistance under this agreement only after a local and regional mutual aid plans have been exhausted and the municipality has declared an emergency and requested that a state of emergency be declared by the Governor or the Governor has already issued one.

ARTICLE III

Invocation of the Agreement: In the event of a disaster a party may invoke assistance under this Agreement by contacting SSF 4 either through the State EOC or through Vermont Emergency Management (“VEM”).

- A. Requests may be made orally to SSF4 who will gather the necessary information utilizing FORM A when State Emergency Operations Center is open. When not the SSF4 representative may be reached via the VEM Duty Officer (1-800-3470488).
- B. All requests will be made using the attached list of “Typed” resources. Firefighters will have a minimum of FFI certification.

- C. All requests for assistance will be transmitted from SSF4 to the Participating Parties which may be used to fill the request as Assisting Parties.
- D. Only Participating Parties will be called upon to be an Assisting Party.
- E. Any fire department may request assistance through this agreement.
- F. Nothing in this agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies or other resources to the Division or the State of Vermont.

ARTICLE IV

Responsibilities of Requesting Parties: To the extent practical, all Requesting parties will provide SSF4 with the following information.

- A. Description of the Event
- B. Identify specific resources being requested
- C. The place, date and time for resources from the Assisting Party(ies) to report
- D. Duration of the request.

ARTICLE V

Responsibilities of Assisting Parties: Each Participating Party agrees to offer assistance to Requesting Parties to the extent practical with consideration given to protecting their home locality first. If a Participating Party which has received a request for Assistance under this agreement determines it has the capability to render some or all of the assistance, it shall provide the following information to SSF4. In providing such information the Assisting Party may transmit the information orally to SSF4 who will use the information to complete Form B. The Assisting Party may also fill out Form B and FAX to SSF4:

- A. Description of personnel
 - a. Names
 - b. Ranks
 - c. Credentials
- B. Description of equipment
- C. Estimated time of arrival at Requesting Party

- D. Estimate of the time the resources will remain available
- E. Contact information

ARTICLE VI

Rendition of Assistance: After the Assisting Party has delivered its personnel and equipment to the Requesting Party, the Requesting Party shall give specific assignments to the Strike Team or Task Force Leader or Company Officer of the Assisting Party, who shall be responsible for directing the performance of these assignments.

- A. In the event the Assisting Party needs to return to its own jurisdiction the Strike Team Leader, Task Force Leader or Company Officer shall give the Requesting Party and SSF4 timely notice that they need to return. A four (4) hour notice is preferable but emergency situations take precedence.
- B. The National Incident Management System shall be used on all incidents.

ARTICLE VII

Reimbursement: Participating Parties agree to participate freely and of their own accord with no expectation of reimbursement for any costs associated with the rendering of aid to a Requesting Party. It is agreed that the Assisting Party will not receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs and therefore records of expenses associated with the provision of aid should be kept.

ARTICLE VIII

Costs Eligible for Reimbursement from FEMA : The only reimbursement for assistance rendered will be if there is a reimbursement from FEMA as a result of a Federal Declaration.

- A. The costs of equipment supplied by the Assisting Party, if reimbursed by Federal Emergency Management Agency ("FEMA") shall be at the rental rate established by the regulations of the FEMA.

- B. The costs for personnel supplied by the Assisting Party, if reimbursed by FEMA shall be at the actual cost for the personnel supplied to render aid.
- C. The Assisting Party agrees to keep records of these costs and will provide a copy of the records to SSF4 within thirty (30) days of the end of their deployment.

ARTICLE IX

Duration and Amendment of the Agreement: Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. This agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew one (1) year after its execution unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing of its intent to withdraw from the Agreement.
- B. This agreement may be amended with the written consent of the participating parties.

ARTICLE X

Insurance, Interpretation, and Application of Agreement: The interpretation and application of this Agreement shall be governed by the following conditions:

- A. Each Participating party shall provide and maintain Worker's Compensation Insurance or other insurance equal to or better than Worker's Compensation coverage and liability insurance that covers all personnel and all apparatus and equipment that provide assistance under this agreement.
- B. This agreement states all the condition, obligations, duties, responsibilities and promises with respect to the Participating Parties with respect to the subject of this Agreement and there are no conditions, obligations, duties, responsibilities or promises other than those expressed therein.

ARTICLE XI

Severability:

- A. In the event that any provision of this Agreement, in whole or in part, is declared to be illegal or invalid by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon parties to this agreement to the same extent as if the illegal or invalid provision had not been incorporated into this Agreement

ARTICLE XII

Signatories:

- A. The undersigned representative of the fire department or municipal official and the Division of Fire Safety certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement.
- B. This Agreement may be signed in counterparts and its validity shall not be challenged on that basis.

Name

Agency

Date

John Wood, Jr.

Division of Fire Safety

Date

FORM A

ASSISTANCE REQUEST FORM

****To Be Completed by Requesting Party or SSF4****

Date _____

Name of Requesting Party _____

Contact Information for Requesting Party

Name _____

Telephone _____

Mobile _____

e-mail _____

Description of Event

Types of Assistance Requested:

Type	Quantity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FORM A

Continued

Date of Delivery _____ Time of Delivery _____

Location of Delivery _____

Expected Duration _____

Authorized Official's Name _____ Rank _____

FORM B

Assistance Confirmation Form

*****To be completed by Assisting Party or SSF4*****

Date _____

Name of Assisting Party _____

Contact Information for Assisting Party

Name _____

Telephone _____

Mobile _____

e-mail _____

Resources being provided

Type	Quantity	Duration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Estimated Arrival Time

Supervisor's Name _____

Supervisor's Phone _____