

**NORTH CAROLINA
DURHAM and ORANGE COUNTY**

**MUTUAL AID AGREEMENT FOR FIRE PROTECTION
THE CITY OF DURHAM, NC AND THE TOWN OF CHAPEL HILL, NC**

THIS AGREEMENT, made and entered into this th ^{4th} of JUNE,
20 07, by and between the **City of Durham**, a municipal corporation of Durham County,
North Carolina, and the **Town of Chapel Hill**, a municipal corporation of Orange County, North
Carolina.

WITNESSETH:

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters 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, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

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

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the Chief of the Fire Department of the **City of Durham** and the Chief of the Fire Department of the **Town of Chapel Hill** shall have the implicit authority, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their own command responding to the request for mutual aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration or natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual 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 in-route to or returning from a specific location.

6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. 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 costs 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; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.
8. Upon receipt of a request for assistance by the chief of the fire department from the requesting party, and upon a determination by the chief of the fire department of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief of the fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief of the fire department of the responding party.
9. The chief of the fire department in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and over-all direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
10. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the chief of the fire department of either party, such

dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection.


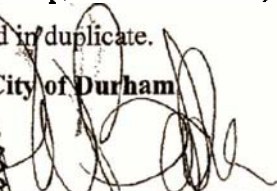
11. Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.

12. When fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall also be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

IN WITNESS WHEREOF, the City of Durham has caused this instrument to be signed in its corporate name by its City Manager, attested by its City Clerk and its corporate seal affixed, and the Town of Chapel Hill has likewise caused this instrument to be signed in its corporate name, attested by its City Clerk and its corporate seal affixed, all on the day and year first above written and this agreement is executed in duplicate.

ATTEST:


City Clerk

 City of Durham

City Manager 6/25/07

ATTEST:


City Clerk



Town of Chapel Hill

Town Manager
 CHFD