

# MUTUAL AID AGREEMENT

## 2010-2015

Carpe Momento



Murrayville

# MURRAYVILLE/DENTON

Pro Populo



DENTON

## MURRAYVILLE/DENTON MUTUAL AID AGREEMENT, 2010-2015

This agreement made as of this day of March 10, 2010

### BETWEEN:

THE CITY OF MURRAYVILLE

a municipal corporation having its offices at 143 Water Street, Murrayville, OF THE FIRST PART

### AND:

THE CITY OF DENTON

a municipal corporation having its offices at 342 Municipal Avenue, Denton, OF THE SECOND PART; and shall remain in force and effect for a period of five (5) years from the date of execution.

### PROCESS

A City requested to provide assistance may respond with local, available equipment based on the sole and absolute discretion of the Providing City Official. Deciding factors include equipment and resources being:

- (i) Unavailable or are not considered to be available;
- (ii) Inadequate to deal with the situation
- (iii) Placed in an unacceptable risk of injury or damage as a result of weather, site conditions, real or perceived violence, or any other reason; or
- (iv) Required to deal with higher priority situations, or situations that can be responded to in less time.

The City Official of the Providing Party shall:

- (i) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
- (ii) direct and dispatch those available Emergency resources to the Incident in the Response Area to assist in emergency response.

The Incident Commander within the area of the Emergency shall remain in-charge and direct all Mutual Aid Emergency Resources in co-operation with the City Official of the Providing Party.

### COSTS/INSURANCE/INDEMNITY

The Requesting Party shall reimburse the Providing Party all costs for any consumable items used at the Incident or any equipment that is damaged beyond repair or destroyed as a result of the Incident. The Party requesting or accepting Emergency Resources shall indemnify and save harmless the responding/assisting parties of whatever nature or kind arising out of the Emergency. Each Party shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00) dollars.