PREMISE:

There are incidents or events that may be beyond the capabilities of any one agency. In these situations the primary organization may need to request mutual aid from other agencies to effectively mitigate the incident or event.

PURPOSE:

This mutual aid agreement establishes guidelines for the formation and implementation of a Mutual Aid assistance program for the protection of life and property from fire, medical, technological, natural disasters, planned event, and other emergency situations that exceed the capabilities and resources of the requesting agency.

SCOPE:

It is intended to include agencies directly, or indirectly, involved in providing emergency services to the citizens of Pennington County. Further, it is intended to include any agency outside of Pennington County that may wish to participate in this mutual aid agreement.

A. DEFINITIONS

Agency: The organization that is providing the assistance to the requesting organization.

Mutual Aid: Rendering aid to another organization to enhance their capabilities in managing an incident. Mutual aid includes automatic mutual aid, requested mutual aid and/or automatic alarm levels.

Agency: Any fire department, career or volunteer; search & rescue team; city, county, state or federal government; city, county or state law enforcement agency; ambulance service; emergency management; or other group that desires to be a part of this agreement.

Primary Area of Responsibility: The pre-defined and agreed upon geographical area for which an organization provides initial response for incidents.

Primary Organization: The organization that has the initial responsibility for a given area.

Requesting Agency: The organization that places the first call for mutual aid assistance.

Specialized Assistance: Assistance beyond the normal scope of firefighting, medical, etc., may include but not limited to hazardous materials equipment or vehicles, high angle rescue, water rescue, contracted firefighting assistance, fixed wing aircraft, helicopters.
B. GENERAL AGREEMENTS

1. It is agreed by those agencies signing this agreement that events or incidents are the responsibility of the agency that has primary response coverage.

2. The assisting organization may be reimbursed for costs for assistance. These costs may include, but are not limited to: equipment, manpower, supplies, repairs, fuel and meals. Any request for reimbursement will be at South Dakota Division of Wildland Fire Suppression contract rates, or actual costs. CURRENT AGREEMENT RATES TO BE LISTED

3. The requesting agency may, at the option of the responding agency, either replace or reimburse the responding agency for the direct cost of all materials and supplies such as foam, dry chemicals, or other items consumed or expended by the responding agency.

4. Any request for reimbursement for assistance will be after both assisting and requesting parties have met to discuss costs, billing procedures, etc.

5. Each agency waives all claims against every other agency for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

6. All agencies operating under this mutual aid agreement shall use the Incident Command System.

7. In the event of a incident involving an aircraft owned or operated by the United States Dept. of Defense, or military aircraft of any foreign nation, or any military vehicle or property owned by the United States Dept. of Defense, the Fire Chief of the Ellsworth Air Force Base Fire Department, or his representative, may assume full command upon his arrival at the scene of the incident.

8. All responding personnel under this mutual aid agreement shall be bona fide members of the assisting agency, not less than eighteen years of age, insured by workman’s compensation insurance, and in addition have completed the minimum NIMS Incident Command training, NWCG Wildland fire training, and South Dakota Fire Marshall’s Structural training or an equivalent certified program such as Pro Board, IFSAC, DOI, that is 3rd party tested and certified. The program shall be either state or nationally recognized as a certified program. Firefighters must have completed the appropriate training for the anticipated assigned task. Trainees may be used if proper and adequate supervision will be provided by the assisting agency. All firefighters will respond with the proper protective clothing and personal safety equipment required to perform the anticipated tasks(s).
9. It shall be the responsibility of the assisting agency to insure that their personnel meet these requirements prior to being dispatched and that the assisting agency has adequate insurance on personnel, equipment and vehicles.

10. Any overhaul, mop up and/or clean up operations shall be the responsibility of the primary agency; however, mutual aid may be requested to assist the primary agency.

11. Investigation for origin and cause of fires, cause of vehicle accidents, etc. shall be the responsibility of the primary organization; however any organization may request mutual aid to assist in their investigation.

12. The assisting agency shall not leave the incident until released by the Incident Commander. It shall be the responsibility of the Incident Commander to release mutual aid agencies as soon as possible or if their services are required in their primary area of responsibility.

13. Nothing in this agreement shall prohibit a participating agency from entering into separate or additional agreement(s) with other participating or non-participating agency(s) nor shall this agreement take precedent over any other agreements entered into by agency(s)

14. This agreement shall also pertain to any and all training that is conducted among the participating agencies.

15. It is not the intent of this agreement for any agency to subsidize personnel or equipment, for the normal day-to-day operations of another participating agency.

16. Participating agencies must provide their own workers compensation, general liability and vehicle liability insurance. Proof of insurance maybe requested.

C. OPERATING PROCEDURES

1. The first arriving unit or organization, regardless of area of responsibility will assume incident Command. Once agency with jurisdictional authority arrives on-scene, they may assume command by going through a transfer of command with current Incident Commander or defer command authority to current Incident Commander.

2. The Incident Commander will be the person who makes the request for mutual aid assistance. That request shall include a statement of the type of incident, type of equipment requested, location (directions if necessary), number of personnel requested, incident name, name of Incident Commander, and location of command or staging area.

3. All requests for mutual aid will be directed to Pennington County Emergency Services Communication Center (ESCC).

4. All requests for mutual aid will be in accordance with the policies and procedures as defined by the ESCC.
5. Individual agencies should establish mutual aid response lists to avoid sending excess resources and leaving their primary response unprotected.

6. In the event that the ESCC is unable to ascertain the organization with primary responsibility for an incident, the dispatcher will use their best judgment in dispatching agency(s) to the incident.

7. The assisting agency shall report to the Incident Commander, or his designated person. It is the responsibility of the Incident Commander to make themselves plainly visible and accessible.

8. If any agency is unable to provide the requested assistance, for whatever reason, it is the responsibility of the assisting agency to notify dispatch immediately.

D. CHANGES AND AMENDMENTS

1. It shall be the responsibility of the Pennington County Fire Service Board (FSB) to appoint a committee to review this agreement not less than every two years. This committee shall determine if the agreement satisfactorily implements the objectives of the plan, is consistent with current operating guidelines and make the necessary recommended changes to the FSB.

2. All participating agencies reserve the right to request the FSB to modify or change this agreement by presenting their request in writing, or verbally, at any regularly scheduled meeting of the FSB. The FSB shall then inform all participating agencies of the proposed change(s).

3. Participating agencies shall vote upon the proposed change(s) at the next regularly scheduled meeting of the FSB after all participating agencies have received at least 30 days advance notice of proposed changes. Each participating agency shall be entitled to one vote per agency.

4. After approval of any modifications this agreement shall be signed by all participating agencies.

5. Any agency desiring to withdraw from this agreement must submit a "letter of withdrawal" to the FSB and all participating agencies. The letter of withdrawal shall become effective 30 days after being read at the next regularly scheduled meeting of the FSB. The letter of withdrawal must be signed by the highest authority in the agency.

Adopted: **September 1993**
Revised: **June 2000**
Revised: **April 2010**
Revised: **August 2012**
Revised: **December 2016**
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