

# **MUTUAL AID FIRE PROTECTION & AGREEMENT**

## **Between**

**Allen Parish Fire District 3**

**And**

**Oberlin Volunteer Fire Department**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is herby AGREED as follows:

### **I.**

#### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.



At any time during the emergency, the primary department may request additional resources from the responding department as long as the additional resources do not inhibit responses within the responding department's jurisdiction.

## **II.**

### **Direction and Control**

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## **III.**

### **Equipment and Consumable Resources**

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

## **IV.**

### **Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

## **V.**

### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

## **VI.**

### **Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or

more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- B. This Agreement shall become effective upon each Party's signing of said instrument.

## **VII.**

### **Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

## **VIII.**

### **Definitions**

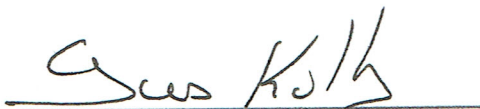
- A. Entities – The Oberlin Volunteer Fire Department and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

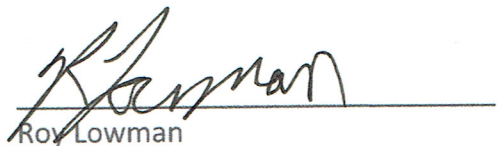
This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.



Les Kolb  
Fire Chief  
Allen Parish Fire District 3



Roy Lowman  
Fire Chief  
Oberlin Volunteer Fire Department





# **AUTOMATIC MUTUAL AID FIRE PROTECTION & AGREEMENT**

## **Between**

### **Allen Parish Fire District 3**

### **And**

### **Elizabeth Volunteer Fire Department**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into an automatic mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid agreement on an automatic basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is herby AGREED as follows:

#### **I.**

#### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.
- D. The Parties agree to provide, at a minimum, responses according to the following matrix.



Type of Call	Location	Minimum Response
Structure Fire	Below Hwy 26W (APFD3)	Standby (EVFD)
Structure Fire	Above Hwy 26W (APFD3)	1 Pumper, Service Unit, Personnel (EVFD)
Structure Fire	City of Elizabeth	2 Pumpers, Service Unit, Personnel (APFD3)
Wildlands Fire	Below Hwy 26W (APFD3)	Standby (EVFD)
Wildlands Fire	Above Hwy 26W (APFD3)	Brush Truck, Personnel (EVFD)
Wildlands Fire	City of Elizabeth	Brush Truck, Personnel (APFD3)
EMS	Below Hwy 26W (APFD3)	Standby (EVFD)
EMS	Above Hwy 26W (APFD3)	Service Unit, Personnel (EVFD)
EMS	City of Elizabeth	Service Unit, Rescue 1, Personnel (APFD3)
Rescue	Below Hwy 26W (APFD3)	Standby (EVFD)
Rescue	Above Hwy 26W (APFD3)	Service Unit, Personnel (EVFD)
Rescue	City of Elizabeth	Service Unit, Rescue 1, Personnel (APFD3)

At any time during the emergency, the primary department may request additional resources from the responding department as long as the additional resources do not inhibit responses within the responding department's jurisdiction.

## II.

### Direction and Control

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## III.

### Equipment and Consumable Resources

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.



#### **IV.**

##### **Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

#### **V.**

##### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

#### **VI.**

##### **Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement shall become effective upon each Party's signing of said instrument.

#### **VII.**

##### **Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

#### **VII.**

##### **Definitions**

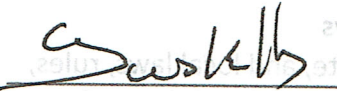
- A. Entities – The Elizabeth Volunteer Fire Department and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.



Les Kolb  
Fire Chief  
Allen Parish Fire District 3



Eric Fontenot  
Fire Chief  
Elizabeth Fire Department



# **MUTUAL AID FIRE PROTECTION & AGREEMENT**

**Between**

**Allen Parish Fire District 3**

**And**

**Coushatta Tribal Fire Department**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties on a mutual aid basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is hereby AGREED as follows:

## **I.**

### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.





## **II.**

### **Direction and Control**

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## **III.**

### **Equipment and Consumable Resources**

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

## **IV.**

### **Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

## **V.**

### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.





## **VI.**

### **Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement shall become effective upon each Party's signing of said instrument.

## **VII.**

### **Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

## **VIII.**

### **Definitions**

- A. Entities – The Coushatta Fire Department and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the Incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.





This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.

A handwritten signature in black ink, appearing to read "Les Kolb", written over a horizontal line.

Les Kolb  
Fire Chief  
Allen Parish Fire District 3

A handwritten signature in black ink, appearing to read "Leland Thompson", written over a horizontal line.

Leland Thompson  
Fire Chief  
Coushatta Tribal Fire Department





# **MUTUAL AID FIRE PROTECTION & AGREEMENT**

**Between**

**Allen Parish Fire District 3**

**And**

**Reeves Volunteer Fire Department**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties on a mutual aid basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is hereby AGREED as follows:

## **I.**

### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.

## **II.**

### **Direction and Control**

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## **III.**

### **Equipment and Consumable Resources**

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

## **IV.**

### **Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

## **V.**

### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.



## **VI.**

### **Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement shall become effective upon each Party's signing of said instrument.

## **VII.**

### **Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

## **VIII.**

### **Definitions**

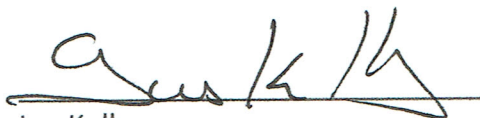
- A. Entities – The Reeves Volunteer Fire Department and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.



Les Kolb  
Fire Chief  
Allen Parish Fire District 3



Mike Dotson  
Fire Chief  
Reeves Volunteer Fire Department





# **AUTOMATIC MUTUAL AID FIRE PROTECTION & AGREEMENT**

## **Between**

**Allen Parish Fire District 3**

**And**

**District 6 Fire Department**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this on a mutual aid basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is hereby AGREED as follows:

### **I.**

#### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.

At any time during the emergency, the primary department may request additional resources from the responding department as long as the additional resources do not inhibit responses within the responding department's jurisdiction.

## **II.**

### **Direction and Control**

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## **III.**

### **Equipment and Consumable Resources**

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

## **IV.**

### **Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

## **V.**

### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

## **IV.**

### **Terms of Agreement**



The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

#### **V.**

#### **Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

#### **VI.**

#### **Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement shall become effective upon each Party's signing of said instrument.

#### **VII.**

#### **Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

#### **VII.**

#### **Definitions**

- A. Entities – The Oberlin Volunteer Fire Department and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

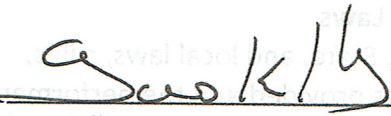
The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.



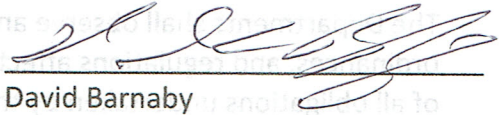
This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.



Les Kolb  
Chief  
Allen Parish Fire District 3



David Barnaby  
Fire Chief  
Oakdale Fire Department

# **AUTOMATIC MUTUAL AID FIRE PROTECTION & AGREEMENT**

**Between**

**Allen Parish Fire District 3**

**And**

**Beauregard Parish Fire District 3**

This agreement is made and entered into by and between the "Entities", as described in Section VIII Definitions (hereinafter referred to as the "Parties"), that have signed this Agreement. Whereas, the undersigned Parties desire to enter into an automatic mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid agreement on an automatic basis. Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, is hereby AGREED as follows:

## **I.**

### **Scope of Services**

- A. During the term of this Agreement, the Parties agree to provide such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the primary department; provided that the personnel, equipment or facilities are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party. It is expressly understood and agreed by all parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or their designated representatives.
- B. The Parties agree (a) to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (b) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (c) to maintain established procedures for the mitigation of emergencies; and (d) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to requesting department.
- C. The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection I. A. above.



- D. The Parties agree to provide, at a minimum, responses according to the following matrix.

Type of Call	Location	Minimum Response
Structure Fire	East of Mittie, LA (APFD3)	Standby (BPF3)
Structure Fire	West of Mittie, LA (APFD3)	1 Pumper, Service Unit, Personnel (BPF3)
Wildlands Fire	East of Mittie, LA (APFD3)	Standby (BPF3)
Wildlands Fire	West of Mittie, LA (APFD3)	Brush Truck, Personnel (BPF3)
EMS	East of Mittie, LA (APFD3)	Standby (BPF3)
EMS	West of Mittie, LA (APFD3)	Service Unit, Personnel (BPF3)
Rescue	East of Mittie, LA (APFD3)	Standby (BPF3)
Rescue	West of Mittie, LA (APFD3)	Service Unit, Personnel (BPF3)

At any time during the emergency, the primary department may request additional resources from the responding department as long as the additional resources do not inhibit responses within the responding department's jurisdiction.

## II.

### Direction and Control

The Fire service company(s), shall be under the direction and control of their own company officer. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer will report to the Command Post of the primary Department and will make himself/herself and the company for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit and assignment. The fact that the task at hand is inherently dangerous must always be considered.

## III.

### Equipment and Consumable Resources

- A. The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during the incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party will never be responsible for damage to equipment, injury to persons or the actions of the providing party.
- B. Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

## IV.

### Terms of Agreement



The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

**V.**

**Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

**IV.**

**Terms of Agreement**

The terms of this Agreement shall be for one (1) year with automatic renewal for (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties.

**V.**

**Compliance with All Applicable Laws**

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this agreement.

**VI.**

**Legal Considerations**

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provisions so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. This Agreement shall become effective upon each Party's signing of said instrument.

**VII.**

**Liability**

- A. The Parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

## VII.

### Definitions

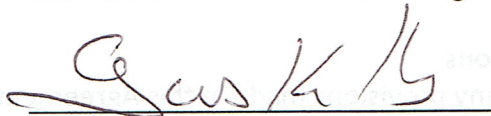
- A. Entities –Beauregard Parish Fire District 3 and Allen Parish Fire District # 3.
- B. Incident Command Post (ICP) – The field location at which the primary tactical –level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- C. Incident Commander (IC) – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

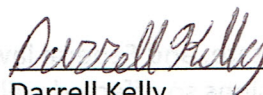
This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

Entity Authorized Representative Signature

The Parties have executed this Agreement in multiple copies, each of which is an original.



Les Kolb  
Fire Chief  
Allen Parish Fire District 3



Darrell Kelly  
District Chief  
Beauregard Parish Fire District 3