



# CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Geoffrey R. Herald  
Fire Chief

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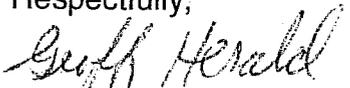
Mayor Mark Boughton  
& Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT. 06810

**RE: Mutual Aid Assistance Agreement**

Dear Mayor Boughton & Members of the Common Council:

I submit to you, for your consideration, a MUTUAL AID ASSISTANCE AGREEMENT. This Agreement is in the interest of the citizens and the region. The State of Connecticut has established 5 regions of emergency response. We are a member of the Region 5 Northwest Regional Hazardous Material Team (NWRHMT). This agreement codifies our response, obligations and ensures the functions of the regional team. The Danbury Fire Department operates a number of State assets that we staff and use as local response vehicles. These assets include a Hazardous Material Response Vehicle. With this vehicle we serve as one of three battalions of the NWRHMT. This agreement between the participating cities of Danbury, Waterbury and Torrington will complete the establishment of the team and allow us to continue providing service to the citizens of our region.

Respectfully,

  
Geoff Herald, Fire Chief

GRH/ft

Enclosure

MUTUAL AID ASSISTANCE AGREEMENT  
 between  
CITIES OF WATERBURY, DANBURY, AND TORRINGTON, CONNECTICUT  
 and  
REGION #5 - NORTHWEST REGIONAL HAZARDOUS MATERIALS TEAM

WHEREAS, Section 7-310 of the Connecticut General Statutes authorizes mutual fire assistance between cities, towns, boroughs, fire districts, independent fire departments or independent fire companies, and pursuant to the further authority granted pursuant to Section 7-148(c)(4)(B) of the Connecticut General Statutes; and

WHEREAS, Public Act number 07-56 creates an Intrastate Mutual Aid System between participating political subdivisions within the State of Connecticut; and

WHEREAS, the Cities of Waterbury, Danbury, and Torrington, Connecticut, hereinafter will be referred to collectively as "Municipalities"; and

WHEREAS, the Municipalities wish to cooperate on mutual assistance under the terms of this Agreement; and

WHEREAS, the Municipalities participate in the Region #5 – Northwest Regional Hazardous Material Team, hereinafter referred to as the "NWRHMT".

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements set forth herein, it is mutually agreed by and between the undersigned Municipalities by their respective chief executive officers and/or other persons having management and control of the fire departments or fire companies, as follows:

ARTICLE ONE: PURPOSES

1. The purpose of this Mutual Aid Assistance Agreement is to create a system of intrastate mutual aid between participating political subdivisions. Each participant of this system recognizes that emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and property and for best use of available assets. The system shall provide for mutual assistance among participating political subdivisions in the prevention of, response to, and recovery from, any disaster that results in the need for mutual aid assistance in a participating political subdivision, subject to that political subdivision's criteria for declaring the need for mutual aid assistance.
2. In event of a serious disaster affecting a participating political subdivision, the Incident Commander of that political subdivision may declare the need for mutual aid assistance.

ARTICLE TWO: GENERAL PROVISIONS

1. For purposes of this Agreement, "Incident Commander" means the elected or appointed officer granted the authority to declare the need for mutual aid by Standard Operating Procedure, or equivalent, established by the Fire Department of his or her respective political subdivision.
2. In the event of a serious disaster affecting a participating political subdivision, the Incident Commander of that participating political subdivision may declare the need for mutual aid assistance. The Emergency Management Director of such political subdivision shall notify the Commissioner of Connecticut's Department of Emergency Management and Homeland Security of such declaration not later than twenty-four hours after such declaration. Such a declaration shall activate the emergency plan of operations of that political subdivision and may include any aid and assistance permitted under Article II(3) of Public Act No. 07-56, and authorize the request or furnishing of aid and assistance. No immunity, rights or privileges shall be provided for any individual who self-dispatches in response to a declaration, without authorization by such individual's participating political subdivision.

ARTICLE THREE: RESPONSIBILITIES OF THE LOCAL AND JOINT ORGANIZATIONS OF THE MUNICIPALITIES

The Municipalities and the NWRHMT agree to:

1. Identify potential hazards that could affect the Municipalities and/or NWRHMT using an identification system common to the Municipalities and to NWRHMT;
2. Conduct joint planning, intelligence sharing and threat assessment development with the Municipalities, their contiguous political subdivisions, and the NWRHMT, and conduct joint training at least biennially;
3. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, response and recovery activities of the Municipalities and the NWRHMT; and
4. Adopt and implement the standardized incident management system approved by the Department of Emergency Management and Homeland Security.

ARTICLE FOUR: IMPLEMENTATION

1. Any request for assistance shall be made by the Incident Commander of a participating political subdivision who has declared the need for mutual aid. Requests shall be reported to the Commissioner of Emergency Management and Homeland Security not later than twenty-four (24) hours after the request. Oral requests shall be reduced to writing not later than forty-eight (48) hours after the request; and

2. Upon request by a participating political subdivision for the assistance of the NWRHMT, the Municipalities will be notified and, subject to Article V, paragraph 2, below, the Municipalities and the NWRHMT shall respond with the following personnel and equipment:
  - Two on-duty certified hazardous material technicians
  - Equipment, vehicles, and other related tools assigned to the Municipalities by the NWRHMT
3. The technicians, along with the equipment, vehicle, and other related tools, will respond to the requesting political subdivision and report to its Incident Commander for staging and deployment orders.
4. When the request for assistance occurs within one of the political subdivision's predefined geographical area (as attached hereto and incorporated herein), an on-duty fire pumper apparatus and adequate staffing is also requested and shall perform initial decontamination and support duties.
5. Once staffing levels at the incident are sufficient to relieve the on-duty Municipality personnel, or the incident is terminated by the Incident Commander of the requesting political subdivision, the Incident Commander will return the on-duty Municipality personnel, equipment, etc., to their respective municipality(ies).

ARTICLE FIVE: CONDITIONS

The Municipalities' and the NWRHMT's obligation to provide assistance in the case of a declared request for mutual aid is subject to the following conditions:

1. Pursuant to Article Two, Section 2, either the Incident Commander of the requesting political subdivision or the NWRHMT shall have declared the need for mutual aid assistance;
2. Notwithstanding Article IV, paragraph 2, above, a responding political subdivision may withhold or recall resources to the extent that that political subdivision deems it necessary to provide reasonable protection and services for its own jurisdiction;
3. Personnel of responding political subdivision(s) shall continue under the command and control of the respective political subdivisions, including emergency medical treatment protocols, standard operating procedures and other protocols, but shall be under the operational control of the Incident Commander; and
4. Assets and equipment of a responding political subdivision and the NWRHMT shall continue under the control of its own political subdivision(s)/NWRMHT but shall be under the operational control of the Incident Commander.

ARTICLE SIX: LICENSES, CERTIFICATES AND PERMITS

1. If a person or entity holds a license, certificate or other permit issued by the State of Connecticut evidencing qualification in a profession, mechanical skill or other skill, and the assistance of that person or entity is requested by a participating political subdivision, such person or entity shall be deemed to be licensed, certified or permitted in the participating municipality requesting assistance for the duration of the declared local civil preparedness emergency, subject to any limitations and conditions as may be prescribed by:
  - a. said license(s) and/or certificate(s), or
  - b. any overseeing hospital and/or physician, or
  - c. the Incident Commander.
  
2. The officers, members and employees of the responding political subdivision, including, but not limited to, public works, firefighting, police or other assigned personnel rendering aid or assistance to the requesting municipality pursuant to this Agreement and this section shall have the same duties, rights, privileges and immunities as if they were performing their duties in their respective political subdivisions.

ARTICLE SEVEN: REIMBURSEMENT

1. The political subdivisions and the NWRHMT shall maintain documentation of all assets provided. In the event of federal reimbursement to a requesting political subdivision and/or to the NWRHMT for any assistance provided under this Agreement, said reimbursement shall be appropriately shared.
  
2. The political subdivisions and the NWRHMT may donate assets of any kind to a requesting political subdivision. Unless requested in writing, no reimbursement shall be sought by a responding political subdivision from a requesting political subdivision that has declared the need for mutual aid assistance. Any written request for reimbursement must be made no later than thirty (30) calendar days after the mutual aid response. Written notice of intent to seek reimbursement shall be given at the time the aid is rendered, or as soon as possible thereafter.
  
3. Any dispute between the political subdivisions regarding reimbursement shall be resolved by the parties not later than thirty (30) calendar days after written notice of the dispute by the party asserting noncompliance. If the dispute is not resolved within ninety (90) calendar days of the notice of the claim, either party may request that the dispute be resolved through arbitration. Any such arbitration shall be conducted under the commercial arbitration rules of the American Arbitration Association.

ARTICLE EIGHT: LIABILITY

For the purposes of liability, all persons from a responding political subdivision under the supervision of the Incident Commander are deemed to be employees of the responding political subdivision. Neither the participating political subdivisions, nor their employees, nor employees acting under the auspices of the NWRHMT, except in cases of willful

misconduct, gross negligence or bad faith, shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with this Agreement.

ARTICLE NINE: MISCELLANEOUS

1. The NWRHMT and/or any participating political subdivision may withdraw from participating in this Agreement upon sixty (60) calendar days' notice, in writing, to all other political subdivisions then parties hereto.
2. Any political subdivision in the State of Connecticut may become a participant in this Agreement through resolution of its legislative body (i.e. town council, aldermen, etc.) of compliance with this Agreement and by duly executing a copy of this Agreement.

ARTICLE TEN: RECOGNITION

City of Waterbury, Connecticut

\_\_\_\_\_ By: \_\_\_\_\_  
 Witness Mayor  
 Date: \_\_\_\_\_

City of Danbury, Connecticut

\_\_\_\_\_ By: \_\_\_\_\_  
 Witness Mayor  
 Date: \_\_\_\_\_

City of Torrington, Connecticut

\_\_\_\_\_ By: \_\_\_\_\_  
 Witness Chief Executive Officer  
 Date: \_\_\_\_\_

Region #5 – Northwest Regional HAZMAT

\_\_\_\_\_ By: \_\_\_\_\_  
 Witness Chief Executive Officer  
 Date: \_\_\_\_\_