

**MEMORANDUM OF UNDERSTANDING
REGARDING PARTICIPATION IN THE
STATEWIDE FIRE-RESCUE DISASTER RESPONSE PLAN
FOR ESF 4 & 9**

This Agreement made this ____ day of _____, 200__, by and between the Town of _____, (hereinafter the “Town”), the _____ Fire Department (hereinafter the “Agency”) and the Office of the State Fire Administration (hereinafter the “State”).

WHEREAS, the Town of _____ has responsibility for the provision of fire and public safety services within its geographical boundaries; and

WHEREAS, the Town of _____ maintains and operates a Fire-Rescue Protection Agency within its boundaries for the purpose of providing said fire and public safety services; and

WHEREAS, the State Fire Administrator maintains responsibility for coordinating Statewide Mutual Aid of Fire and Rescue Services (ESF 4 & 9) pursuant to Connecticut General Statutes Sec. 7-323o(7); and

WHEREAS, it is the desire of the parties hereto to render and receive mutual aid, by participating in the Statewide Fire-Rescue Disaster Response Plan, to combat the effects of fire and other emergencies in which such aid is necessary as herein set forth; and

WHEREAS, the parties hereto desire to effect the purpose of this Memorandum of Understanding pursuant to the provisions of Connecticut General Statutes Sec. 7-310.

NOW, THEREFORE, the Town and Agency agree as follows:

- 1) To furnish fire protection personnel and equipment and to render such fire protection services in accordance with the Statewide Fire-Rescue Disaster Response Plan as may be necessary to suppress fire or other emergency of a size beyond the control of a local entity as described in the Statewide Fire-Rescue Disaster Response Plan.
- 2) Such mutual aid shall be provided, however, subject to the understanding that the Town and the Agency shall not be required to reduce their own fire protection resources, personnel, services and facilities to the detriment of their normal fire protection capability.
- 3) No response to a mutual aid request provided for in this Agreement will be made by the Towns or Agencies which are party hereto unless such request is received through established communication channels and made by or under the authority of a responsible Fire Official of the Town or Agency requesting such aid.

- 4) Any mutual aid extended under this Agreement will be extended with the express understanding that the Fire Official in charge from the Agency requesting aid shall remain in charge at such fire or other emergency, including the direction of personnel and equipment provided through the operation of this Memorandum of Understanding, consistent with the provisions of Connecticut General Statutes Sec. 7-313e (Authority of fire officer during emergency).
- 5) Costs, expenses and liabilities, including all employee salaries and benefits, arising out of the provision of mutual aid pursuant to this Memorandum of Understanding, shall be borne by the Town and/or the Agency rendering aid in the same manner and to the same extent that such costs, expenses and liabilities would have been incurred within the Town or Agency's own jurisdiction.

Any party hereto may withdraw from this Memorandum of Understanding upon not less than thirty (30) days advance written notice by one party or the other party hereto. After such withdrawal, the withdrawing party shall have no further obligation or responsibility under this Memorandum of Understanding.

By signing below, the State Fire Administrator represents that he has the lawful authority to bind the State of Connecticut to this agreement.

By signing below, the Chief Administrative Officer of the Town of _____ represents that he has authority to bind the Town to this agreement.

By signing below, the Fire Chief of _____ represents that he has the lawful authority to bind the Agency to this agreement.

Signing of this Memorandum of Understanding indicates receipt of the current copy of the Statewide Fire-Rescue Disaster Response Plan.

Chief Administrative Officer

Date

Fire Chief

Date

State Fire Administrator

Date