

Mutual Aid Agreements: An All Hazards Tool to Community Risk Reduction

BY: Lori L. Bainbridge

Federal Emergency Management Agency

Philadelphia, PA

An applied research project submitted for  
Leading Community Risk Reduction  
March 2003

## ABSTRACT

All-hazards events often occur within our communities. The fire service takes the lead in these events. Fully developed, maintained and legally executed mutual aid agreements must be implemented beforehand.

The problem is that mutual aid agreements are not properly developed / maintained for use in an all hazards approach to community risk reduction. Under-developed / non-maintained mutual aid agreements present a significant problem for organizations in regard to community risk reduction due to federal regulations that require such agreements to be in place before funding reimbursement under grant requests.

The purpose of this Applied Research Project (ARP) is to examine the use of and explain the need for mutual aid agreements in manmade and natural disaster mitigation and community risk reduction.

Descriptive and evaluative methods were employed to answer the following questions:

1. Do the majority fire departments in Region III and New Jersey have written mutual aid agreements with other organizations / agencies upon which they rely?
2. Do fire departments have written mutual aid agreements that include non-fire related organizations?
3. Do fire department mutual aid agreements assume an all-hazards approach when developed?
4. Do fire departments allow for a monetary exchange when developing / maintaining mutual aid agreements?

The procedures used to complete this research included a literature review and interviews conducted nationally and surveys conducted in FEMA Region III.

The results of the research included the substantiation of the literature reviewed and the need for written mutual aid agreements with emergency service providers and others.

Recommendations of this research project included the development of a curriculum for mutual aid agreements, state / federal responsibility for compliance, resource typing and database configuration.

**TABLE OF CONTENTS**

**ABSTRACT.....2**

**TABLE OF CONTENTS.....4**

**INTRODUCTION.....5**

**BACKGROUND AND SIGNIFICANCE.....7**

**LITERATURE REVIEW.....11**

**PROCEDURES.....29**

**RESULTS.....33**

**DISCUSSION.....40**

**RECOMMENDATIONS.....52**

**REFERENCES.....56**

**APPENDIX A – SURVEY INSTRUMENTS- Pilot.....59**

**APPENDIX B- TABLE OF RESULTS.....61**

**APPENDIX C- INTERVIEW WITH FIREFIGHTERS FROM THE TRENTON  
FIRE DEPARTMENT .....64**

**APPENDIX D –INTERVIEW WITH THE SUBURBAN FIRE CHIEF’S FIVE  
INCH TASK FORCE.....66**

**APPENDIX E –INTERVIEW BEN BARLIN, MEMBER OF THE WMD TASK  
FORCE, STATE OF NJ (PLANNING COMMITTEE) .....68**

## INTRODUCTION

Manmade and natural disasters often occur throughout our nation. The fire service is usually the first emergency service provider that arrives on the scene and the organization that is responsible for rescue, medical aid, sheltering those adversely effected and over-all mitigation of the incident until other organizations / agencies arrive. Manmade disasters, especially those involving terrorist events and weapons of mass destruction, as well as natural disasters involving hurricanes, flooding, tornadoes and other created by nature, have prompted the fire service to re-evaluate their approach to emergencies. The fire service employs an all-hazards approach for mitigation of incidents through the services they offer.

On March 1<sup>st</sup>, 2003 the country transitioned to the Department of Homeland Security (DHS). A prevailing initiative will be implemented by this new agency regarding mutual aid agreements. Traditionally, agreements have been conceived verbally or through formalized, written documentation and signed by those in authority representing the organizations making the arrangement. The subsequent documents used to formalize the agreements between agencies will become an important part of funding and reimbursement for the fire service under DHS. A PowerPoint presentation given to senior regional staff from the Office of National Preparedness at FEMA Headquarters in December 2002 under the State and Local Coordination Branch outlined the national initiative for a mutual aid agreement system. “National Priority [is to] build a Comprehensive National Incident Management System. [Further, to establish] Mutual Aid [that] provides an established system for rapidly deploying standardized interoperable response resources. [Also, which] enhances the nation’s ability to respond to all hazards and catastrophic disasters.” (FEMA, 2002, p.2)

Mutual aid agreements are often made or not made by those at an administrative level without regard for the firefighters and Line Officers that are the actual mutual aid. Consideration is rarely given to this level of personnel regarding their financial obligations, personal injury or even death. Equipment, apparatus and supplies are rarely thought of until damaged or depleted. Many of the fire departments in the Federal Emergency Management Agency (FEMA) Region III jurisdiction as well as Washington Township Fire Department in Mercer County, New Jersey, do not have fully developed and / or written mutual aid agreements.

The problem is that mutual aid agreements are not properly developed / maintained for use in an all hazards approach to community risk reduction. Under-developed / non-maintained mutual aid agreements present a significant problem for organizations in community risk reduction when considering federal policies for funding reimbursement and grant requests. The current leadership of adjacent jurisdictions maybe unaware of verbal agreements conceived in past discussions. Firefighters and Line Officers needs and well-being may not be considered with respect to liability, injury and death. Personnel restraints concerning reduced staffing and the many obligations of volunteer staff may result in not enough staff to respond in a mutual aid (MA) situation. During certain time periods inadequate staffing may result in insufficient coverage at home and the ability to respond as required by nationally recognized standards might not exist for the MA organization.

The purpose of this Applied Research Project (ARP) is to examine the use of and explain the need for mutual aid agreements in manmade and natural disaster mitigation and community risk reduction.

Descriptive and evaluative methods were employed to answer the following questions:

1. Do the majority fire departments in Region III and New Jersey have written mutual aid agreements with other organizations / agencies upon which they rely?

2. Do fire departments have written mutual aid agreements that include non-fire related organizations?
3. Do fire department mutual aid agreements assume an all-hazards approach when developed?
4. Do fire departments allow for a monetary exchange when developing / maintaining mutual aid agreements?

The procedures used to complete this research included a literature review and interviews conducted nationally and surveys conducted in FEMA Region III.

### **BACKGROUND AND SIGNIFICANCE**

“Traditionally, the fire service is a reactionary organization. The reaction is often the result of a devastating event, which occurred, forcing change.... Being part of the fire service means being involved in one of the most risky professions known. Risk, is reduced through training resulting from many generations of errors and tragedy. The fire service is steeped in over two centuries of tradition resulting in strictly defined training for mitigating emergency situations through operations. A favorite statement from unknown author defines the fire service as, “Two hundred years of tradition, unimpeded by progress.” (Bainbridge, 2001, p.6.)

“The fire department no longer exists solely for the purpose of fire suppression services. Today’s fire departments provide extensive services far beyond fire suppression. These services include emergency medical service (EMS), technical rescue, fire prevention education, public relations and several forms of community support. Initial and recertification training, minimum staffing levels, equipment and apparatus purchase, maintenance and replacement costs, mandated fitness levels, health screenings and inoculations are required of fire department administrators.

Several other costly and labor intensive venues are combined to keep a firefighter and equipment current. Local, state and federal mandates increase firefighter and department requirements.

Administrative duties and paperwork consume most of the fire department officer's time, often overwhelming them. The costs associated with each administrative component are astronomical, often resulting in large appropriations within the annual budget. Today's fire service is a business and should be run as such. The monumental task of staying current with the fire service regulations is the responsibility of the fire department administration, regardless of the ability to comply due to funding or staffing levels." (Bainbridge, 2000. p.7.)

Mutual Aid agreements are a way to provide resources for a community that may not be able to fund the necessary equipment and staffing for a large event such as a man-made or natural disaster. Purchase of specialty pieces is not cost effective or practical. Therefore, mutual aid is used to provide apparatus when needed. In discussions with John Connelly, FEMA Region III Response Branch Chief, the requirements for fire departments and other agencies to recuperate financial loss are based on the existence of formal, written mutual aid agreements. These agreements must contain provisions for sharing human and equipment resources as well as financial reimbursement to the agencies that share their resources during mutual aid operations.

Mutual Aid agreements have traditionally been based in verbal agreements sealed with a handshake pending the current relationship between law enforcement, EMS and fire agencies. Agreeing to support each other with resources in the event of a fire or other hazard occurring in a particular jurisdiction, is often contingent on the relationship existing between the organizations at the moment that the agreement is created. Most often, these arrangements are not documented in writing due to the dynamics of the existing relationship and possibility of future change. Fire Departments and their leadership are often fickle because of territorial boundaries compounded

by 'Type A' personalities, often leaning toward tendencies counterproductive to working and / or playing well with others for the good of the fire department, the personnel and the community in need of all-hazard mitigation. Thusly, developing a mutual aid agreement for the purposes of this paper is defined by the author as a written agreement between agencies and organizations that is properly executed by authorized officers agreeing to support each other in the event of natural and man-made disasters with resources that emphasize interoperability.

Washington Township Fire Department (WTFD) is a combination department consisting of 25 career and 25 volunteer members. This department is listed on the box alarms (statutorily required mutual aid plans filed with Mercer County fire coordinator) of twelve (12) area fire departments. More jurisdictions may be responded to depending on the given disaster without mutual aid plans or verbal agreements. The EMS unit from WTFD responded to staging at Liberty State Park, NJ during the World Trade Center events of 9/11/01.

FEMA Region III consists of Delaware, Maryland, Pennsylvania, Virginia, West Virginia and the District of Columbia. The fire departments in this region are representative volunteer, combination and career fire service. Rural, suburban and urban areas are also representative of this region.

The project goal of the State and Local Coordination Branch under the DHS is to, “[Establish] a comprehensive, integrated national mutual aid and resource management system that will allow for an efficient and effective response to all hazards. Further, “[jurisdictions] will be capable of requesting and receiving resources. Resources received will be able to integrate operationally into ongoing response efforts.” (FEMA, 2002, p.3.)

The significance of FEMA Region III and Washington Township Fire Department having fully developed and maintained mutual aid agreements will aid in comprehensive resource

management and interoperability. Further, the ability to be reimbursed for expenditures associated with hazard mitigation and provide detailed information regarding interoperability among fire departments, emergency medical service (EMS) organizations, police departments and all other agencies involved in an all-hazards approach to an emergency incident through written and properly executed mutual aid agreements. Resistance to change, symbolic of the fire department relationships, presents itself in organizational communication, both internally and externally. Sharon Wegscheider-Cruse states, in her book, *Learning to Love Yourself*, “Risking is about taking chances. If your life is ever going to change for the better, you’ll have to take chances. You’ll have to get out of your rut, meet new people, explore new ideas and move along unfamiliar pathways” (1987, p. 82.) Written mutual aid agreements are a change in the norm for the fire service. Taking a chance by locking a department into a written mutual aid agreement is often a change that Chief Officers are reluctant to take due to dynamic fire service relationships.

The methods used will contain descriptive information obtained from Washington Township Fire Department and fire departments in FEMA Region III and evaluative criteria contained in the standards being set under the Department of Home Land Security. Collection of data from existing grant processes related to hazard mitigation, data collected through surveys distributed to fire departments in FEMA Region III and information from interviews conducted with New Jersey fire personnel have also been included. Information and data has been collected, correlated and evaluated in support of the problem statement contained in this Applied Research Project (ARP).

A survey was compiled while at the National Fire Academy (NFA) and piloted during the Maryland State Weekend, then distributed to the four other states / commonwealths in Region III during the Assistants to Firefighters Workshops between January 31st and March 30<sup>th</sup>, 2003.

This applied research project has been completed in accordance with the requirements of the *Leading Community Risk Reduction (LCRR)* Course in the Executive Fire Officer Program of the National Fire Academy. The problem addressed in this research paper applies to two units in the pilot 2 course, *LCRR: Unit 5, Intervention Strategies*, and *Unit 7: Action Plan*.

*Intervention Strategies* applies through implementing two (2) of the enabling objectives by developing and maintaining formal mutual aid agreements as related to Unit 5, specifically “1. Develop causal factors for identified fire [all-hazard] risk problems [and] 2. Consider acceptable solutions;” [and subsequent to the enabling objectives listed in] Unit 7, *Action Plan*: 2. Establish evaluation milestones”. (USFA, 2002, pp. SM 5-1, 7-1.)

Unit 5, *Intervention Strategies*, discusses ways in which the fire service “will be able to identify ranked intervention strategies for reducing community risk.” (USFA, 2002, pp. SM 5-1, 7-1.) Specifically, pertaining to developing and maintaining mutual aid agreements that stipulate resources and identify interoperability for speedy deployment toward mitigation of an all-hazard incident. Unit 7: *Action Plan*, establishes evaluation milestones which equate to developing / maintaining written and properly executed mutual aid agreements.

## **LITERITURE REVIEW**

The American Heritage Dictionary defines ‘mutual’ as, “1. Having the same relationship each to the other... 2. Given and received in equal amounts.” (1994, p. 551.) The same resource defines ‘aid’ as, “To help; support.” (1994, p.18.) For fire service purposes, The National Fire Protection Association (NFPA) defines ‘mutual aid’ as “Reciprocal assistance by emergency services under a prearranged plan.” ((1991, p. 402M-10.)

“Mutual aid lies at the heart of integrated emergency management. Mutual aid functions so effectively that today, in the states such as California, task forces from one jurisdiction may

travel hundreds of miles to respond to calls for assistance from other jurisdictions. What makes the system work is the aid is truly mutual; that is, it is reciprocal.” (Coleman and Granito, 1988, p. 343.) Mutual Aid agreements are often verbal agreements accomplished with a handshake and rarely consummated in writing. Unfortunately, for federal and some state reimbursement purposes, written mutual aid agreements must be legally executed with authorized signatures. Mutual aid should not be confused with automatic aid, also known as an automatic dispatch. Mutual aid is requested by the Incident Commander (IC) once he / she arrives on scene. Automatic aid is dispatched as part of the initial alarm for the emergency assignment.

### **Mutual Aid Agreements**

“Mutual aid usually takes one of two forms. The first and most common is a written agreement among two or more departments to respond to formal requests for assistance under specified conditions. The second is an automatic aid agreement, which, as the phrase implies, permits dispatchers to send the newest available unit automatically, regardless of jurisdictional boundaries.” (Coleman and Granito, 1988, p. 343.) Mutual aid has evolved over the years to reflect the first definition, requiring a formal request for resources.

Kevin G. Coleman of Wheeling, West Virginia feels that it is important to evaluate “information regarding department identification / location, equipment information, manpower and training, communications, notes, and travel times. [Information] is required to properly develop a mutual aid plan. Your plan must be flexible, so that circumstances outside your control, such as weather, availability of specific mutual aid companies and special equipment needs, don’t delay the arrival of assistance. After the information is collected, it must be readily accessible in the field to support operations... Training sessions with your mutual aid companies are necessary. Familiarity with each other’s apparatus and SOPs, as well as a certain comfort

level between personnel, are important ingredients.” (Coleman, 1992. p. 52.) Annual maintenance of MAA so that changes occurring in staffing, equipment, response, etc. can be accessed for effectiveness in an emergency situation.

Mutual aid, while used nationally by many emergency agencies, is often a result of the current crisis occurring while a disaster is taking place. Proactive fire and emergency service departments often formulate written agreements. Others may have verbal agreements that involve minimal emergency service resources requirements.

The document, *9523.6 Mutual Aid Agreements for Public Assistance*, explains the federal perspective for mutual aid agreements. “**Background:** Many State and local governments and Private Nonprofit organizations formulate mutual aid agreements to provide emergency assistance to each other in the event of disasters or other crises. The conditions of the agreements may be to provide reciprocal services or to receive direct payment through specific labor and equipment rates outlined in the agreements. These agreements usually are written but, occasionally, are by understanding or are arranged after a disaster occurs. This policy addresses both written and unwritten mutual aid agreements.” (FEMA, 2003, p. 1.) Pre-arranged, written agreements are most desirable in an all-hazards approach. Knowing what resources can be expected to respond to a disaster and from where costs will be recovered during such an event provides an effective and efficient all-hazards approach.

In his book, Dennis Smith’s *History of Firefighting in America 300 Years of Courage*, the author refers to verbal mutual aid packs used during the birth of the fire service. “Another firefighting innovation to grow out of the Boston fire of 1711 was the Mutual Fire Societies. The General Court’s actions in providing fire wards and other protections did not much diminish the fears of many Bostonians anxious to protect their goods and property. As a result, groups of

twenty or so people banded together with a pledge that should fire strike one of them, all would come to aid. Not only would they help the town firefighters in putting out the fire, but they would also salvage as many belongings as possible and guard them from looters.” (1978. P.11.) While these fire wards were not made up of firefighters, per say, they were made up of ‘first responders’ that helped protect the community. By combining resources and manpower, they were able to effect change in emergency situations and help in the communities deal with disasters.

The NFPA mentions mutual aid agreements under their Airport / Community Emergency Planning guidelines, Section 424M. “3-15.1 Mutual Aid Agencies. Airport emergencies may be of such magnitude that local rescue and fire fighting, security, law enforcement, and medical services are inadequate to handle the situation. It is therefore strongly recommended that written mutual aid agreements be initiated to ensure the prompt and orderly response of those agencies.” (1991, p. 424M-12.) All emergency response agencies are included in aircraft emergency operations and planning and written MAA 'are strongly suggested' by NFPA. Mutual aid is not even mentioned for the traditional fire suppression.

Written mutual aid agreements are legally executed when those having authority for the fire department sign the documents and they are placed on file. Dr. Harry R. Carter explains the components necessary and requirements for mutual aid agreements to be considered legal. “In order for a mutual aid agreement to be fully legal, there must be written, enabling legislation.

This document will spell out the basics of the mutual aid equation:

1. Who will respond?
2. What equipment and staffing is to be used?
3. When will the mutual aid be used?

4. Where will the force be used?
5. How are the forces to be employed and under whose command?
6. Why is the form of mutual aid being used?" (1995, p. 28.)

Legal issues often arise during both small and large-scale incidents. These issues may include injury and death to first responders and / or damage to equipment as well as other devastating circumstances. Legal agreements often defuse the situations that revolve around financial issues because the groundwork and rules have been defined in a written document prior to the events.

### **National Initiative for Mutual Aid Agreements**

President George W. Bush, in the White House document entitled Mutual Aid Agreements, recognizes that "first responders ... must protect large geographic areas with small populations. [The President's Press Secretary further states] One of the best strategies to build capability in communities outside major metropolitan areas is to develop mutual aid agreements to share resources. First responders from small communities need assistance in organizing and developing the unified command and control procedures and protocols necessary for operationally sound mutual aid. These agreements will enable neighboring jurisdictions to share specialized resources, rather than duplicate them in every jurisdiction. ... While mutual cooperation and mutual aid agreements have existed over the years in support of civil defense, fire and National Guard activities, this is the first time that the government has directly supported the establishment of mutual aid agreements with federal resources." (Office of the Press Secretary, 2002, p. 1.) The need for a national movement to require mutual aid agreements has arisen, in the author's opinion, and been reinforced by national examples such as Oklahoma City, both World Trade Center events and the additional tragedies on 9/11 in Somerset, PA and the

Pentagon. Many responders (and those that portrayed themselves as responders) went to help their brothers and sisters in need without being requested. This effort caused problems with accountability and with subsequent requests for reimbursement from those that rendered service. One of the stipulations under a fully executed mutual aid agreement is that the resources will be dispatched upon request of the IC. This procedure sanctions accountability and an orderly request for and / or use of necessary resources making freelancing more difficult. One could say that written mutual aid agreements help to bring order out of chaos.

The Department of Homeland Security under the National Mutual Aid System, has a project goal that would [establish] a comprehensive, integrated national mutual aid and resource management system that will allow for an efficient and effective response to all hazards. Jurisdictions will be capable of requesting and receiving resources. Resources received will be able to integrate operationally into ongoing response efforts.” (FEMA, 2002. p. 3.) The national system would provide funding for Emergency Management Agency Coordinator (EMAC) and an EMAC A-team Go Kit for each FEMA Region as well as support an EMAC Training Program. This program would entail the development and implementation of model mutual aid agreements, promote model intrastate mutual aid agreements through regional workshops that would have two proposed offerings in 2003. The program would also involve resource typing for ease of deployment during natural and man-made disasters and all-hazard operations that the federal government would be involved in. (FEMA, 2002. p. 5-7.)

The federal government does not specifically mention reimbursement for services rendered other than 9523.6 Mutual Aid Agreements for Public Assistance. The Commonwealth of Virginia Statewide Mutual Aid plan offers terms to reimburse the amount necessary for reimbursement only when state plans fail to cover the entire amount being requested. (2002, p.

7.) Due to the nature of mutual aid agreements and the way business is conducted surrounding the agreement (i.e. a hand shake) each state is often left to determine the ability for and rules pertaining to reimbursement. The Code used as Maryland Law allows for agreements to take place between emergency service organizations and the Federal Government but calls for a waiver for equipment damage, injury or death. Under the Maryland Code, Article 38A Fires And "Investigations/Mutual Aid Agreements By Fire Companies Or Rescue Companies § 38. Agreement with federal government to provide fire fighting or rescue activities.

(a)*Agreement authorized.*- Any fire, rescue, or emergency medical services entity acting through authorized agents may in their discretion enter into agreement with the federal government for the provision of fire fighting or rescue activities on property which is under the jurisdiction of the United States.

(b)*Limitations.*- Any agreement entered into in accordance with subsection (a) hereof shall be limited to the provision of fire fighting and/or rescue equipment and personnel to extinguish fires and save lives on property which is under the jurisdiction of the United States.

(c) *Required provisions.*- No fire, rescue, or emergency medical services entity shall enter into any such agreement in accordance with subsections (a) and (b) hereof unless the agreement includes:

- (1) A waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement;
- (2) A provision to indemnify and save harmless the other parties to such agreement from all claims by third parties for property damage or personal injury within the limitations permitted by applicable federal law, that may arise out of the activities of the other parties to

such agreement; and (3) Except in Anne Arundel County, a provision that entitles the fire, rescue, or emergency medical services entity to obtain reimbursement from the appropriate federal authority for all or any part of the cost incurred in furnishing fire protection on property which is under the jurisdiction of the United States, pursuant to applicable federal law.

*Benefits of workers' compensation.*- Any individual who sustains any injury while engaged in and arising out of any activity under this section is entitled to any or all benefits available to the individual under the Maryland Workers' Compensation Act, as the primary remedy to reimburse the individual for expenses for medical bills, loss of earnings and disability arising under or as a result of this section." (Bender, 2003.) Some state laws allow for agreements to be drawn, however do not require them.

### **State Initiative for Mutual Aid Agreements**

The Commonwealth of Virginia Statewide Mutual Aid Implementation Guidebook explains mutual aid in the following way. "The Statewide Mutual Aid (SMA) program was developed to assist cities and counties to more effectively and efficiently exchange services and resources, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the state to another. SMA resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to another and takes full advantage of opportunities for federal/state reimbursement of deployment-related costs.

This program is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities." (July 2000, p.3.)

The Statewide Mutual Aid Implementation Guidebook also addresses reimbursement of deployment costs. “Provide for the reimbursement of all development-related costs from the Requesting Party to the Assisting Party and, in turn, for the subsequent reimbursement of most of these costs from the federal government and/or the state government to the Requesting Party, especially in the event of a federal disaster declaration. Each status report should include names, duty assignments, the duration of each deployment, and a good working cost estimate.” (2003, p. 2.)

The Code of Virginia 1950, Article IV, Limitations.; specifies the limits allowed regarding requests for mutual aid as they pertain to inter and intrastate requests. “Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources necessary to provide reasonable protection for each state.” (2002, p.252.) The same code sites that reimbursement is available for volunteer fire and rescue departments but has no stipulation for career or combination departments. (2002, p. 251.)

The Maryland Code, "Article 38A Fires And Investigations/Mutual Aid Agreements By Fire Companies Or Rescue Companies, refers to mutual aid agreements as follows: "§ 37. Agreements authorized; terms; waivers. (a) *Definitions.*- (1) In this subtitle the following terms have the meanings indicated. (2) "Fire, rescue, or emergency medical services entity" means a: (i) Governmental subdivision, by its appropriate designated authority; (ii) Board or fire commission of a fire department or governmental subdivision; (iii) Fire department; (iv) Fire company; (v) Rescue squad; or (vi) Emergency medical services unit which includes an entity providing emergency medical services at any level. (3) (i) "Mutual aid agreement" means an

agreement to establish and carry into effect a plan to assist in extinguishing fires and preserving life and property within this State, the District of Columbia, Virginia, West Virginia, Delaware, or Pennsylvania by providing fire fighting, rescue or emergency medical equipment, personnel and services. (ii) "Mutual aid agreement" includes a reciprocal agreement entered into in accordance with this section prior to July 1, 1989.

(b) *Authorization.*- Except as provided in subsection (d) of this section, a fire, rescue, or emergency medical services entity may enter into and renew a mutual aid agreement with: (1) The District of Columbia; (2) Virginia; (3) West Virginia; (4) Pennsylvania; (5) Delaware; or (6) A fire, rescue, or emergency medical services entity of this State, the District of Columbia, Virginia, West Virginia, Pennsylvania, or Delaware. (c) *Terms.*- The agreement may provide that a subscribing party that requests assistance under the agreement indemnifies and saves harmless a party providing assistance under the agreement from all claims by third parties for property damage or personal injury arising out of the mutual aid activities, including travel, of the party providing assistance that occur outside the jurisdiction of the party providing assistance except that the party requesting assistance need not indemnify the party providing assistance if: (1) The party providing assistance does not cooperate in defending against claims made by third parties; or (2) The claims by third parties arise out of malicious acts of the party providing assistance.(d) *Required waivers.*- A fire, rescue, or emergency medical services entity may not enter into a mutual aid agreement unless the agreement provides that each subscribing party shall waive any and all claims against all other parties to the agreement that may arise out of their activities outside their respective jurisdictions under the agreement." (Bender, 2003.) Maryland allows for agreements to be drawn, but does not require them for mutual aid.

The New Jersey Permanent Statutes, Title 40A Municipalities and Counties, states in “40A 14-156.1 Mutual police, fire aid in emergency, agreements between municipalities; interstate authority 1. The governing bodies of two or more municipalities may by reciprocal ordinances enter into agreements with each other for mutual police or fire aid in case of emergency. Such agreements may provide for: a. The reimbursement of the municipality or municipalities rendering such aid, for any damage to police or fire equipment or other property, and for payment to any member of a police force or fire department and force or volunteer fire company for injuries sustained while serving pursuant to such agreements or to a surviving spouse or other dependent if death results;

b. A joint meeting of the municipalities entering into such agreements, for the selection of necessary officers or personnel, or for such other matters as are mutually deemed necessary; and

c. The acquisition of lands, and the establishment and maintenance of a central office. Real and personal property so acquired shall be held by such municipalities as tenants in common.

The governing body of a municipality may enter into an agreement with any authority created pursuant to an interstate compact for mutual police or fire aid in case of emergency. The agreement may contain provisions similar to the provisions in agreements between municipalities as provided above. (NJ Legislative, 1-Apr-2003. L.1976,c.45,s.1; amended 1997, c.79, s.1.) These standards are voluntary standards; occasionally the municipality maybe authorized to draw up the written agreements. Although mutual aid plans are statutorily required the same does not hold true for written mutual aid agreements.

In telephone conversations with John Brasko, former Director of Training for the State of New Jersey, Division of Fire Safety; New Jersey does not require written mutual aid agreements to be utilized. “William Kramer, Deputy Director of the Division of Fire Safety, feels that it is

up to each individual department to implement written agreements.” (February 2003.) Due to the lack of guidance provided by the State of New Jersey through the Division of Fire Safety and county organizations, requirements for written mutual aid agreement policies are scarce and often agreements are word of mouth. Washington Township Fire Department does not address the requirement of, or need for written mutual aid agreements. The policy addresses the first responsibility of the department, which is to adequately cover efforts for the needs of the residents of Washington Township. Secondly, it addresses the need for reciprocal mutual aid. The policies and procedures do, however, cover and address mutual aid requests. Thirdly, it addresses the need to respond quickly with adequate coverage and staffing levels. “If summoned on a mutual aid assignment that is for a Fire Alarm, Working Fire, or Serious Emergency, that require a response directly to the scene, while a four member crew is preferred a 3 member crew is acceptable. The fire unit will not respond until at least one member is in station or on radio that can insure that we have coverage for our station.” (1996, p. 1.)

While Washington Township Fire Department does not have written mutual aid agreements with every fire company in Mercer County and surrounding counties, they have a written agreement for mutual aid through the Suburban Chief’s Association. “The Suburban Chief’s Association which is comprised of eleven fire companies in Mercer, Monmouth and Middlesex Counties in New Jersey has had written mutual aid agreements to provide services for the past 15 years. Mutual aid agreements that provide for a five-inch task force have been in place since 1992.” (see Appendixes C, D.) Trenton Fire Department firefighters are unaware of the existence of written mutual aid agreements that may exist. However, a mutual aid resource board exists at Headquarters. This board hosts postings of the fire companies to call should MA be required.

During the interviews that were conducted in the State of New Jersey, no one was aware of the requirement for written MAA to be written and legally executed for federal reimbursement to take place. The same firefighters were also unaware of state requirements for mutual aid agreements.

Research has concluded that the states and commonwealths in FEMA Region III do not have formalized requirements for written mutual aid agreements. Guidelines for such documents are left to the individual departments / companies / associations / organizations in each jurisdiction leading to inconsistent agreements.

### **Exchange of Services**

Automatic Aid should not be confused with mutual aid. “ISO defines automatic aid as other departments dispatched at the same time or near to the time your department gets dispatched. They consider this a first-alarm response. Second alarm (mutual aid) response means that neighboring department get dispatched after you arrive on scene and call for help.” (Dickson, April 2001, p. 01.) Mutual aid is an exchange of services based on mutual agreement and need. Dr. Harry Carter, in one of his columns for Firehouse magazine, explains the need for automatic aid, “After many years of relying on an informal basis, we went to a written, 24-hour-per-day program within a defined geographic area.” (1995, p.28.) He quotes Ronny Coleman’s definition of mutual aid: “The term ‘mutual aid’ means a recognized agreement between agencies to exchange services under certain conditions [and further explains] A word of caution at this time (cheapskates take note); We are not offering mutual aid to you as a cheap cop-out for providing an adequate minimum response for the day-to-day hazards in your jurisdictions. Mutual aid, according to Coleman, means ‘You help me when I need it. I will help you when you

need it.’ ... Above all, do not wait ... to decide that you need mutual aid. Plan for it and adopt policies which tell you when and where mutual aid will be used.” (1995, p. 28-31.)

“The ability to render aid relies on the ability to supply services. If adapters are needed to flow water in a neighboring department, then it is both departments responsibility to supply the necessary equipment. This results in a cost of doing business for both departments. The taxpayer’s often supply the funds for such purchases.” (Nozzlehead, December 2001. p. 24.)

The Assistance to Firefighter Grant Program for 2003 encourages “interoperability” when applying for a grant under the Fire Operations and Firefighter Safety Program activities. (FEMA, 2003, slide 24.)

As previously stated, automatic and mutual aid differ. Both are an alternative for costly services that are not always available in every jurisdiction. The ability to render valuable services under a mutual aid agreement saves the taxpayer’s money and provides for the needs of the community in times of disaster.

### **Reimbursement for Services**

Written mutual aid agreements are often required for fire departments to obtain reimbursement for costs associated with a disaster. The federal government is aware of the fact that most mutual aid agreements are not written. However, the FEMA Public Assistance document explains the policy for reimbursement. The policy includes several conditions that must be met prior to fire departments / emergency service agencies receiving a monetary exchange:

“**Policy:** A. Written Mutual Aid Agreements. FEMA will reimburse mutual aid agreement costs associated with emergency assistance provided all of the following conditions are met:

1. The assistance requested by the applicant is directly related to the disaster and is eligible for FEMA assistance.
2. The mutual aid agreement is in written form and signed by authorized officials of the agreeing parties prior to the disaster.
3. The mutual aid agreement applies uniformly in emergency situations. The agreement must not be contingent upon a declaration of a major disaster or emergency by the Federal government or on receiving Federal Funds.
4. The providing entity may not request or receive grant funds directly. Only the eligible applicant receiving the aid may request grant assistance.
5. Upon request, the applicant must be able to provide FEMA with documentation that the services were requested.
6. Upon request, the applicant must be able to provide FEMA with documentation of services received and costs incurred.” (FEMA, 2003. p. 1-2.) Smaller departments may take years to cover the costs incurred during man-made and natural hazards.

Further stipulations for reimbursement under federal grants in the Public Assistance policy exist when written agreements do not specify monetary reimbursement from the requesting agency to the agency providing assistance. Very few fire departments stipulate an anticipated cost for services rendered to other departments in their verbal / written mutual aid agreements. Most departments are unaware that such requirements exist. “When there is a jurisdictional overlap, such as a county and city, with a long standing practice that each entity helps the other reimbursement, limitations on eligibility of force account labor under 44 CFR 206.228 (a) (4) applies to both entities. Normal procedures prevail. [To further complicate matters of reimbursement] There may be times when a providing entity is also an eligible

applicant in its own right. When this occurs, there may be differences in eligible costs in the two capacities. For example, provisions governing mutual aid agreements are different from the Public Assistance Program Reimbursement provisions for eligible applicants using their own resources to meet emergencies in their own jurisdictions. Appropriate records would be needed to support any claims made.” (FEMA, 2003. p. 3.)

As several of the literature reviewed emphasizes, verbal agreements for mutual aid situations are often the norm. These agreements may not exist prior to the disaster occurring and are often based on the magnitude of the emergency. The policy is specific regarding reimbursement when a written mutual aid agreement does not exist. “Reimbursement Without A Written Mutual Aid Agreement. There are no provisions for reimbursement for mutual aid when there is no formal written agreement.” (FEMA, 2003. p. 2.)

Disasters are declared from the local level up through the State level with the federal government agreeing to reimbursement. When a disaster has not been declared, recourse for reimbursement does not occur. However, this varies by state and is often obscure without legislation to back up the ability for cost recovery. The Pennsylvania Fireman in conjunction with the PA Fire and Emergency Services Institute reported in October of 2001 that information was being gathered on Emergency Service cost recovery. “After several meetings it was found that current legislation supports billing for hazardous materials incidents and there are provisions in fire insurance policies for some cost recovery but in areas of vehicle rescue incidents, which is a major response category for many fire departments, there is no provisions in insurance policy that specifically provides for cost recovery for fire rescue operations. ... State Rep. Pat Vance of Cumberland County responding to fire departments in her district has drafted legislation and offered her support in the passage of meaningful legislation that would establish an equitable of

cost recovery system for fire rescue services.” (October 2001, p. 12-14.) Fire departments are used to doing more with less. The norm has been to provide service in all-hazards regardless of the ability of the fire department to pay their own operational expenses. Cost recovery is not counted on and often over looked as a source of funding. In order for this to be a viable means of meeting expenses, written mutual aid agreements and policies regarding reimbursement need to be in place prior to a natural or man-made disaster occurrence.

### **Definitions**

“Automatic Aid – brings two or more agencies together to share resources for the common good. Automatic aid does not require any requests for assistance.” (Cowardin, 1993. p. 6.)

“Emergency Services - ...is defined as fire-fighting services, police services, rescue services, communications, radiological and chemical accident services and the administration of approved state and federal disaster recovery and assistance programs.” (City of Hopewell Mutual Aid Agreement, 1981. p. 1.)

Interoperability – equipment working together. (Bainbridge, 2003, AFG Workshop)

“Mutual Aid ... assistance provided by departments other than your own...” (Coleman, 1992. p. 51.)

### **Literature Review Summary**

The literature reviewed suggests that written mutual aid agreements are necessary for reimbursement under the policies of the federal government. Due to the volatile relationships between the fire service and other organizations, more than a handshake needs to be required to enact a viable mutual aid agreement. In an all-hazards approach, mutual aid agreements link emergency services provided the communities citizens with a structured policy for resource allocation and cost recovery. A national initiative will be implemented to address the need for

mutual aid among emergency service agencies. Statewide MAA initiatives are scarce. Often the laws of the state allow for mutual aid agreements, but do not require them to exist. An exchange of services generally occurs between mutual aid agencies. Reimbursements for large cost shares of the services rendered are addressed when a formal written MAA exists. Where a handshake agreement is the norm, costs may not be reimbursed on a local, state or federal level.

Mutual aid agreements have been defined by many sources in the literature reviewed. However, the most common definition is that help is provided in a reciprocal fashion when needed. Automatic aid is often confused with mutual aid. In order for aid to be automatic, the resources are dispatched at the initial alarm, not after the IC arrives on-scene and determines that additional resources will be necessary to mitigate the circumstances.

The Bush Administration plans to implement mutual aid plans and agreements nationwide as a directed Federal initiative. Funding for EMAC and subsequent training will be provided in fiscal year '03. The initiative will allow for interoperability of equipment and resources during natural and man-made disasters and all-hazard operations during emergencies. The initiative further addresses a resource typing campaign that would allow interstate and intrastate mutual aid to transpire. Maryland has provisions for entering into MAA with the federal government, but does not require these agreements to exist thusly overlooking the need for written MAA by Maryland Code.

Statewide initiatives are scarce regarding the guidelines set forth for written policies. The Commonwealth of Virginia is the only jurisdiction in FEMA Region III that requires written mutual aid agreements to exist between emergency services agencies. The Virginia Code specifically addresses fire services as well as police and EMS. Maryland and New Jersey have provisions for MAA, however they do not require written agreements. New Jersey requires

written MA plans to be on file with the County Fire Coordinator and to be made available upon request, to the Regional and State Fire Coordinators however written, properly executed mutual aid agreements are optional. Interestingly, the NFPA only addresses mutual aid agreements in aircraft rescue.

Services are often exchanged between first responder organizations and other emergency service providers. This may be accomplished through automatic or mutual aid. The criteria dictating the need for either mutual or automatic aid depends on the location, time of day or other criteria pertinent to the emergency. Reciprocal agreements may or may not exist depending on state regulations and the relationship between providers.

Reimbursement for services from the Federal government, specifically FEMA, only takes place when a formalized, legally executed, written mutual aid agreement exists. This document must be executed prior to the natural or man-made disaster. Reimbursement for services is required to take place on an annual basis between agencies before federal assistance is paid to help defray expenses accrued during a disaster. Annual review of existing agreements is required to keep them current.

## **PROCEDURES**

The procedures used in this Applied Research Project included reading books, articles, and data collection from libraries and the Internet. The information collected through the literature review has been supported for the purpose of this project by a survey completed by fire service personnel during the Assistance to Fire Grant Workshops in FEMA Region III. Interviews have been conducted with personnel at FEMA directly related to mutual aid agreements through the Response / Recovery and National Preparedness Divisions as well as those with knowledge of state mutual aid agreements. The procedures used were appropriate to

achieve the purpose of the study consistent with descriptive and evaluative research methods. Limitations existed within the scope of this project that included literature available, sample size / type and the author's knowledge and judgment on which this project is based.

Research for this project was conducted with the information and resources available at FEMA Region III Headquarters located at 615 Chestnut Street in Philadelphia, PA. Additional research took place in New Jersey at the personal library of the author and through information forwarded by the Learning Resource Center (LRC) at the National Emergency Training Center (NETC). Research was conducted at the Eanes – Pittman Public Safety Training Center Library, Chesterfield Fire and EMS Training Center in Chesterfield, VA. Interviews were further conducted with members of various fire departments throughout NJ.

The literature reviewed included several journals, books, web page documents, and personal commentaries. The key element of this research is determined during the period between December 15, 2002 and March 31, 2003.

### **Literature Search**

A search for literature pertaining to the importance of developed and maintained formal mutual aid agreements was conducted using internal and external fire service sources. Fire service contacts were queried and data bank searches were conducted at the Mercer County library as well as Internet searches using the search engines available through "Google."

### **Surveys**

Surveys were conducted among a sample population in FEMA Region III to include fire service members from Maryland, Pennsylvania, Virginia, West Virginia, Delaware and Washington, DC. A pilot survey was conducted attending the Maryland Weekend at the National Fire Academy January 31 – February 2, 2002. The survey instrument was reviewed by

select members of the fire service for completeness and ease in use. Participation in the survey / interview process was determined by the author's workshops for the Assistance to Firefighter's 2003 Grant in FEMA Region III. Fire Departments involved in the survey / interview process was representative of volunteer, combination and career departments. The majority of fire departments that participated in this project represented volunteer / combination fire departments within FEMA Region III which is consistent with the number of volunteer / combination (55%) departments that protect our nation.

Questions were chosen that reflected procedures employed in developing and maintaining mutual aid agreements; the source agencies included in formal mutual aid agreements. Further, the criteria contained in formal mutual aid agreements developed by various fire organizations involved and the criteria for receiving grant funds for mitigation of an incident from the federal government were included in the development of the survey instrument. The format of the survey instrument (See Appendix A.) included multiple-choice answers that were pertinent to the author's way of thinking. The components chosen for the survey instrument were corroborated with the literature reviewed for this project. Multiple-choice answers were provided to answer the questions and a space was provided for additional information within each sub-section.

### **Limitations**

Limitation involved with this ARP included limited funding for conducting face-to-face interviews with departments region-wide involving mutual aid agreements. The author's knowledge of fire service personnel who have formalized written mutual aid agreements pertaining to the stated project provide limitations on the data collected from the survey instrument. Limited results were obtained due to the lack of formally developed and maintained mutual aid agreements. These convenience survey groups were chosen due to the cross sections

in the types and sizes of departments available. An additional benefit of using these groups / locations was the return rate guaranteed from hand delivering the surveys and collecting them upon completion. Had more locations been selected and a larger sampling been taken, the results of this survey might have been slightly different. The return rate of these surveys was within the acceptable standard deviation for ARP and the sample size was smaller than required. Additionally, the departments surveyed were located in FEMA Region III. Generalized data should not be used outside of this region as results may differ.

The survey questions used may have a direct effect on the data collected due to the wording contained within the document. A possibility of incomplete data collection may exist. However, with the availability of fire departments with formally developed and maintained mutual aid agreements within the region, it is possible that the data may be incomplete due to the sample size used.

Few books containing the subject of Mutual Aid Agreements have been found by the author after extensive attempts to locate the subject. Other agencies such as EMS, police, and private organizations are not named in the documents that were reviewed for this ARP therefore literature was not cited pertaining to public works, utility companies, stores and food services.

The knowledge and judgment of the author should also be considered as a limitation in this ARP. The lack of a formalized mutual aid agreement in the author's own department (WTFD) may have biased this paper due to values and judgments inherent within the author's life experiences, biases may occur within the questions used for the survey and the literature review when selecting documentation.

## **Interviews**

The face-to face, phone interviews, and Internet questions / answers were employed with participants in the FEMA Region III, members of the Leading Community Risk Reduction Executive Fire Office Course and the author's acquaintances within the fire service. When the author of the mutual aid agreements was not available, other personnel having knowledge of the processes involved with developing and maintaining the department's agreements were interviewed. Information supplied by the non-mutual aid author, is deemed to be consistent had the author been available for interviews / surveys

## **RESULTS**

The use of written mutual aid agreements is necessary for the fire service when facing a large-scale event in an all-hazards approach situation because prearranged agreements allow for prearranged resources during high stress incidents. These documents predetermine the resources available for response as well as the financial and legal responsibility of the departments responding. Reimbursement from State and Federal sources is also considered in these documents. Implementation of legally executed mutual aid agreements provide the administrative guidelines for fire departments allowing them to concentrate on operations during natural and man-made disasters.

The focus of this project is to determine whether the majority of the fire departments in FEMA Region III and New Jersey have written / maintained mutual aid agreements. The use of written mutual aid agreements with other emergency service organizations and private sector providers will also be determined with this survey. The pilot survey was deemed to be expectable and consistent with this project. In order to compile the information necessary and adequately review the literature pertaining to all topics, much more time would be necessary than

allowed for this project. By extracting the questions pertaining to mutual aid agreements, an ARP was completed to determine the usage, maintenance and other organizations used in an all hazards approach to disasters.

A pilot survey was distributed during the Assistance to Firefighters Grant (AFG) workshop conducted at the NFA during Maryland State Weekend on January 28<sup>th</sup>, 2003. A region-wide survey was completed during the period of February 5<sup>th</sup> to March 30<sup>th</sup> AFG workshops conducted in FEMA Region III. Pilot surveys were distributed to emergency service personnel attending Maryland State Weekend, January 30<sup>th</sup> to February 2<sup>nd</sup>, 2003. There were 26 persons in attendance (3 were EMS personnel), 23 surveys distributed and 22 surveys returned for this pilot for a return rate of 96%.

### **Pilot Survey**

The questions asked in the pilot survey (See Appendix A.) distributed at the National Fire Academy are listed below. Because the pilot survey was deemed to have merit, the same survey was used for the remainder of the FEMA Region III jurisdictions.

Question #1: Does your organization have written mutual aid agreements (MAA) with other emergency service organizations in your jurisdiction?

The pilot survey determined that 21 persons said that their organization had written mutual aid agreements with other emergency service organizations while one person answered 'no.' The types of organizations determined through the survey and their qualitative / quantitative results are as follows:

two persons or 9 % of those surveyed had MAA with fire only,

nine persons or 40 % of those surveyed had MAA with fire and EMS,

two persons or 9 % of those surveyed had MAA with fire, EMS, and police,

one persons or 5 % of those surveyed had MAA with fire, EMS, and emergency management,

six persons or 27 % of those surveyed left the question blank,

one persons or 5 % of those surveyed had MAA with fire, EMS, police and emergency management,

one persons or 5 % of those surveyed had no MAA.

The correlation of data to the research resulting from the pilot survey suggests in Maryland, the majority of fire departments have written MAA. The fire service understanding of the importance of written MAA shows the proactive nature of the fire service in this state. By having MAA with emergency service organizations other than 'fire,' collaboration and cooperation should result in an effective / efficient operation during a disaster.

Question #2: Do these mutual aid agreements pertain to organizations / agencies that are not emergency service related?

This question asks if mutual aid agreements exist between the fire departments and public works departments, utility companies, food services, stores or other agencies / organizations.

The majority of persons answering this question replied that they did not have MAA with organizations outside of the emergency service arena; three persons or 14 % had agreements with other agencies and 86 % (19 persons) did not. Of the three that had MAA with other organizations / agencies, one (4.6%) had agreements with public works, utility companies, food services and stores; one (4.6%) had agreements with public works and utility companies; and one (4.6%) had agreements with public works and food services. (One person stated that they had an agreement with ATF.)

Results of survey question #2 imply that the fire service in Maryland has agreements with other emergency service organizations however, they over look the need for arrangements with external organizations. When a disaster occurs, all agencies must work together. Mutual aid agreements take the guesswork out of responsibilities, cost shares and the services that will be provided.

Question #3: What hazards do these mutual aid agreements pertain to?

This question pertains to the type of approach to an emergency that the MAA for the persons surveyed covers. These situations include all hazards approach, natural disasters, man-made disaster, fires, and other emergencies. The data reflects all 21 persons or 100% of those returning surveyed have an all-hazards approach to with their MAA. They cover all of the disaster categories listed in the survey question.

Question #4: Is there a monetary exchange for services rendered from emergency service organizations / other agencies? From the results of the pilot surveys for the state of Maryland, two (9 %) of the participants answered 'yes' and 19 (91 %) answered 'no.' Of the 9% that answered 'yes' to a monetary exchange, cash was used for reimbursement.

Most fire departments have a reciprocal exchange of services and do not require a monetary exchange for services. Unfortunately, the Federal government requires monetary exchanges for services rendered on an annual basis when one organization gives more aid than a reciprocal organization.

### **Survey Results**

The following are the results of the questions used in the survey that was distributed in FEMA Region III (Delaware, Pennsylvania, Virginia, West Virginia and Washington, DC). For a Table of Results, see Appendix B. A total of 118 surveys were distributed with 99 persons

returning the survey instrument. The results for the region have been combined in this section and are listed by State / Commonwealth in the table.

Question #1: Does your organization have written mutual aid agreements (MAA) with other emergency service organizations in your jurisdiction?

The survey determined that 60 persons said that their organization had written mutual aid agreements with other emergency service organizations while 39 person answered 'no,' out of a total of 99 persons answering the survey. The types of organizations determined through the survey and their qualitative / quantitative results are as follows:

seven persons or 27 % of those surveyed had MAA with fire only,

two persons or 3 % of those surveyed had MAA with police only,

one persons or 1 % of those surveyed had MAA with EMS only

16 persons or 16 % of those surveyed had MAA with fire and EMS,

three persons or 3 % of those surveyed had MAA with fire, EMS, and police,

seven persons or 7 % of those surveyed had MAA with fire, EMS, and emergency management,

one persons or 1 % of those surveyed had MAA with police and emergency management,

nine persons or 9 % of those surveyed had MAA with fire, EMS, police and emergency management,

three persons or 3 % of those surveyed left the question blank,

39 persons or 40 % of those surveyed had no MAA.

The correlation of data to the research resulting from the pilot survey and the survey conducted in FEMA Region III, suggests that a slim majority of fire departments have written MAA. The fire service understands the importance of MAA however they do not always put

these documents in written form with other emergency service providers. Just over half of the fire organizations have written agreements leaving the remainder open for potential problems when additional resources and reimbursement claims when necessary.

Question #2: Do these mutual aid agreements pertain to organizations / agencies that are not emergency service related?

This question asks if mutual aid agreements exist between the fire departments and public works departments, utility companies, food services, stores or other agencies / organizations. The majority of persons answering this question (43 or 72 %) did not have MAA with organizations outside of the emergency service arena. However, 17 or 28 % of those returning the survey had agreements with some non-emergency service providers. Public works was the dominant provider that most fire departments with MAA had written arrangements with. Of the 17 persons surveyed having MAA with other organizations / agencies, six (35 %) had agreements with public works; one (5 %) had agreements with utility companies; seven (40 %) had agreements with public works and utility companies; two (10 %) had agreements with public works and stores; and one (10 %) had agreements with food services. (One person listed with the public work, utility companies and food service MAA, stated that they had an agreement with forestry as well.)

Results of survey question #2 imply that less than half of the fire service in Region III has agreements with other emergency service organizations. Mutual Aid Agreements with public works, utility companies, food service, stores are often over looked. When a disaster occurs, all agencies must work together. Mutual aid agreements take the guesswork out of external fire department responsibilities that effect personnel operating during an emergency, cost shares and

efficiency under situations that warrant expedient service. (The author was unable to find literature regarding MAA with non-emergency service providers.)

Question #3: What hazards do these mutual aid agreements pertain to?

This question pertains to the type of approach to an emergency that the MAA for the persons surveyed refers to. These situations include all hazards approach, natural disasters, man-made disaster, fires, and other emergencies. The data reflects that 49 of the 60 (82 %) people with mutual aid agreements have an all-hazards focus when writing their mutual aid agreements. One (2 %) had MAA that pertained to only natural-hazards disasters while three (5 %) only had MAA when fire occurred. Two (3 %) had MAA for EMS, three (5 %) answered 'other' and two (3 %) did not answer. The three percent that answered 'EMS' did not explain the type of disaster occurring when they requested EMS.

All hazards are taken into consideration when most mutual aid agreements are written. Very few fire departments only consider fire suppression when arranging for resources to provide for events within their communities. Other categories that are exclusive of the all-hazards approach include EMS, natural hazards and other types of events which include 'department request.'

Question #4: Is there a monetary exchange for services rendered from emergency service organizations / other agencies? In the results of the FEMA Region III surveys, 4 (7 %) of the participants answered 'yes,' 40 (67 %) answered 'no, and sixteen (26 %) people did not answer this question. Of the 7 % that answered 'yes' to a monetary exchange, cash was used for reimbursement for three persons and a purchase order was used for the fourth person's department. The remainder, 27 of the forty,' of those that answered the question indicated that in-kind services were used in place of a monetary exchange.

Most fire departments have a reciprocal exchange of services and do not require a monetary exchange. Unfortunately, the Commonwealth of Virginia and the Federal government require that a monetary and fair exchange for mutual aid service that take place annually. It is possible that without this payment for services, that reimbursement may not be able to take place for services rendered in a major disaster.

## **DISCUSSION**

The fire department Line Officers and firefighters are the first line of defense when a manmade or natural disaster occurs. These are the people that are directly affected by mutual aid agreements and the same people that have the least information regarding their content, statutory compliance and requirement or even their existence. Without the people at the lowest level of the response chain that provide the resources for mutual aid, the agreements would not be necessary. In order to ensure that the responders are covered for any situation while giving or receiving mutual aid, federal and state agencies and the administration of the emergency response organizations must take responsibility in ensuring the existence of written mutual aid agreements. Additionally, as part of their responsibility, the federal and state government must provide the tools and guidelines necessary for fire department administrator's to develop and maintain written mutual aid agreements. Mandatory requirements for mutual aid agreements must be implemented for all emergency service organizations at the federal level with responsibility for compliance at the state level. Inception of mandatory, written mutual aid agreements will be a change in the traditional way of doing business for fire departments which will receive resistance at first, however once implemented, the benefit will become increasingly apparent.

Sharon Wegscheider-Cruse states, in her book, *Learning to Love Yourself*, "Risking is about taking chances. If your life is ever going to change for the better, you'll have to take chances.

You'll have to get out of your rut, meet new people, explore new ideas and move along unfamiliar pathways" (1987, p. 82.) While written mutual aid agreements are a change in the norm for the fire service, their required implementation would support the all-hazards approach to operation performed by emergency responders during disasters and alleviate administrative and financial burdens. In order to lead community risk reduction, it is necessary to develop intervention strategies and evaluate milestones. Mutual aid agreement development and maintenance applied to an all-hazards approach for fire service functions, effectively and efficiently reduce the financial burdens and amount of risk on communities. Bainbridge has pinpointed the conflicts and inherent traits associated with 'Type A' personalities in the fire service and the tendencies lend to resistance to change.

The problem is that mutual aid agreements are not properly developed / maintained for use in an all hazards approach to community risk reduction. Under-developed / non-maintained mutual aid agreements present a significant problem for organizations in regard to community risk reduction due to federal regulations that require such agreements to be in place before funding reimbursement under grant requests. This problem as it relates to the research data collected and the literature reviewed will be discussed in this section.

"The majority of fire service training received by personnel is based on strategy, tactics and fire ground operations, or psychomotor skills that allow for mitigation of a hazardous situation. Life safety is the number one priority, followed by hazard mitigation and property conservation. The firefighter's training is based mainly on reactions to rectify whatever hazardous situation is present." (Bainbridge, 2001, p.35.)

Mutual Aid Agreements are a part of the administrative side of the fire service. Often, the term 'automatic aid is used interchangeably with mutual aid. The American Heritage

Dictionary defines 'mutual' as, "1. Having the same relationship each to the other... 2. Given and received in equal amounts." (1994, p. 551.) The same resource defines 'aid' as, "To help; support." (1994, p.18.) For fire service purposes, The National Fire Protection Association (NFPA) defines 'mutual aid' as "Reciprocal assistance by emergency services under a prearranged plan." ((1991, p. 402M-10.)

Coleman and Granito define mutual aid as, "[lying] at the heart of integrated emergency management. Mutual aid functions so effectively that today ... task forces from one jurisdiction may travel hundreds of miles to respond to calls for assistance from other jurisdictions. What makes the system work is the aid is truly mutual; that is, it is reciprocal." (1988, p. 343.)

Approximately one-third of those surveyed for this ARP has MAA. The extent of these agreements involves several different combinations of emergency service organizations: seven persons or 27 % had MAA with fire only, two persons or 3 % had MAA with police only, one persons or 1 % had MAA with EMS only, sixteen persons or 16 % had MAA with fire and EMS, 3 persons or 3 % had MAA with fire, EMS, and police, seven persons or 7 % had MAA with fire, EMS, and emergency management, one persons or 1 % had MAA with police and emergency management, nine persons or 9 % had MAA with fire, EMS, police and emergency management, three persons or 3 % left the question blank, and 39 persons or 40 % had no MAA. Similar results were occurred in the pilot survey for Maryland: two persons or 9 % included fire only, nine persons or 40 % included fire and EMS, 2 persons or 9 % included fire, EMS, and police, 1 persons or 5 % included fire, EMS, and emergency management, one persons or 5 % included fire, EMS, police and emergency management, one persons or 5 % of those surveyed had no MAA, and six persons or 27 % left the question blank.

Mutual Aid agreements are often verbal agreements accomplished with a handshake and rarely consummated in writing. Unfortunately, for reimbursement purposes, written mutual aid agreements must be executed in written format with authorized signatures. Mutual aid should not be confused with automatic aid, which may also be considered an automatic dispatch. The literature reviewed supports the importance of written and legally executed mutual aid agreements for the fire service. The research presented in this ARP supports the problem statement emphasizing the theory that a little less than half of the fire departments in FEMA Region III and New Jersey (40 % or 30 people) do not have written agreements and therefore do not maintain these agreements. Depending on the State / Commonwealth that the fire department is chartered in and the number of persons available to answer this survey, most jurisdictions do not have written MAA unless required by state statute. Examples include Delaware (three of 20 or 15%), New Jersey (verbal survey), and Pennsylvania (10 of 23 or 43%). West Virginia (15 of 15 or 100%) and Maryland (20 of 21%) had written mutual aid agreements.

Mutual aid agreements may involve other fire organizations, EMS, emergency management agencies, and occasionally other agencies such as forestry and the ATF. Several combinations of these agencies may be included in written mutual aid agreements.

“Mutual aid usually takes one of two forms. The first and most common is a written agreement among two or more departments to respond to formal requests for assistance under specified conditions. The second is an automatic aid agreement, which, as the phrase implies, permits dispatchers to send the newest available unit automatically, regardless of jurisdictional boundaries.” (Coleman and Granito, 1988, p. 343.) Kevin G. Coleman, feels that along with preparing written MAA, that resource planning and familiarization with each other’s

equipment / apparatus is equally important. (Coleman, 1992. p. 52.) The research suggests that just over half of those surveyed (60%) think that a written MAA is important. All departments represented (with the exception of one) in the survey felt that MAA with fire organizations was important. However, the emergency service mix that resulted from the survey did not have a wide majority answer for who was indicated as a most frequently used MA provider.

Twenty-seven percent had MAA with fire only, three percent with police only, one percent with EMS only. Sixteen percent had a combination of fire and EMS, three percent used fire, EMS, and police, seven percent had MAA with fire, EMS, and emergency management, nine percent had MAA with fire, EMS, police and emergency management, while one department or 1 % had MAA with police and emergency management.

The document, *9523.6 Mutual Aid Agreements for Public Assistance*, explains the federal perspective for mutual aid agreements. “Background: Many State and local governments and Private Nonprofit organizations formulate mutual aid agreements to provide emergency assistance to each other in the event of disasters or other crises. The conditions of the agreements may be to provide reciprocal services or to receive direct payment through specific labor and equipment rates outlined in the agreements. These agreements usually are written but, occasionally, are by understanding or are arranged after a disaster occurs. This policy addresses both written and unwritten mutual aid agreements.” (FEMA, 2003, p. 1.) Dennis Smith emphasizes the idea of providing protection and aid by forming groups in the event of a fire. “Another firefighting innovation to grow out of the Boston fire of 1711 was the Mutual Fire Societies. The General Court’s actions in providing fire wards and other protections did not much diminish the fears of many Bostonians anxious to protect their goods and property. As a result, groups of twenty or so people banded together with a pledge that should fire strike one of

them, all would come to aid. Not only would they help the town firefighters in putting out the fire, but they would also salvage as many belongings as possible and guard them from looters.” (1978. P.11.) The research shows that forty percent of those surveyed did not have written mutual aid agreements. However, Dr. Harry Carter and Ronny Coleman discussed verbal agreements in place in the literature review. The NFPA mentions mutual aid agreements under their Airport / Community Emergency Planning guidelines, Section 424M and suggest that the following agencies be included in the emergency planning: “local rescue and fire fighting, security, law enforcement, and medical services.” (1991, p. 424M-12.) Dr. Carter explains the elements necessary for legally executed mutual aid agreements which includes written, enabling legislation, as well as the who, what, where, when, why and how of those making the agreement. (1995, p. 28.)

These situations include an all hazards approach: natural disasters, man-made disaster, fires, and other emergencies. The data reflects all 21 persons or 100% of those returning surveys from Maryland as having an all-hazards approach with their MAA. The data from the Regional survey further reflects that 49 out of 60 people or 82 % of the firefighters surveyed have mutual aid agreements with an all-hazards focus. One (2 %) had MAA that pertained to only natural-hazards and three (5 %) only had MAA when fire occurred. Two (3 %) had MAA for EMS while three (5 %) answered ‘other’ and two (3 %) did not answer.

Large-scale events use a large amount of resources. Because all-hazards disasters do not frequently happen, providing these resources on a daily basis is cost prohibitive. The use of mutual aid decreases the tax burden on individual community’s nation wide. President Bush recognizes that “first responders ... must protect large geographic areas with small populations. One of the best strategies to build capability in communities outside major metropolitan areas, is

to develop mutual aid agreements to share resources. First responders from small communities need assistance in organizing and developing the unified command and control procedures and protocols necessary for operationally sound mutual aid. These agreements will enable neighboring jurisdictions to share specialized resources, rather than duplicate them in every jurisdiction. ... While mutual cooperation and mutual aid agreements have existed over the years in support of civil defense, fire and National Guard activities, this is the first time that the government has directly supported the establishment of mutual aid agreements with federal resources.” (Office of the Press Secretary, 2002, p. 1.) While the President focuses on smaller departments, metros are also in need of mutual aid depending on the size and scope of the event. Many of the departments in FEMA Region III understand the need for and use of MAA. While the MAA may not be in a written format, the need has been acknowledged. Some departments have agreements that extend beyond emergency services organizations. Seventeen fire departments (28 %) had agreements with public works, utility companies, food services, stores, and / or a combination of these organizations. Supplies and services are often needed in all-hazards events that are not part of the expertise or beyond the capacity of the fire department.

The ability for fire departments to be reimbursed and to cover firefighters when injury or death occurs need to be addressed in the mutual aid agreements. Legal issues often arise during disasters. Having legally executed, written agreements prior to a disaster, may help defuse emotional situations revolving around financial issues.

Issues surrounding the ability to be reimbursed for expenses associated with disasters becomes important when fire departments are unaware of the policies and requirements afforded by written, legally executed, MAA prior to a disaster. While it is the fire department’s responsibility to know the federal and state laws that govern these situations, to often they are

ignorant of the requirements. Small and large departments do not have the financial resources to pay for the services rendered by other departments.

The federal government does not specifically mention reimbursement for services rendered in documents other than *9523.6 Mutual Aid Agreements for Public Assistance*. The Commonwealth of Virginia Statewide Mutual Aid plan offers terms to reimburse the amount necessary for reimbursement only when state plans fail to cover the entire amount being requested. (2002, p. 7.) A symbolic monetary amount should be used for an annual exchange of services due to the financial situations that surround most fire departments. Firefighters are present in a time of disaster and services will be rendered without consideration for cost. Fire departments have traditionally done more with less and have existed even when their financial situations operating in the red.

“The Commonwealth of Virginia Statewide Mutual Aid (SMA) program was developed to assist cities and counties to more effectively and efficiently exchange services and resources, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the state to another. SMA resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to another and takes full advantage of opportunities for federal/state reimbursement of deployment-related costs.

This program is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities.” (July 2000, p.3.) Deployment costs are also addressed in this document. The majority of fire departments in the states / commonwealths of FEMA Region III and the State of New Jersey are not reimbursed for their services. Four (7 %) participants of the sixty answering 'yes to the survey. One department from Virginia and three

from West Virginia answered 'yes,' to a monetary exchange for services. Cash was used for reimbursement for three persons and a purchase order was used for the fourth person's department. The majority of fire departments (67 %) answered 'no, while stating that they reciprocated services. Two Maryland participants (9 %), answered 'yes' and 19 (91 %) answered 'no' for cash reimbursement. Of the 9% that answered 'yes' to a monetary exchange, cash was used for reimbursement.

Mutual Aid as defined by Ronny Coleman is "... assistance provided by departments other than your own..." (Coleman, 1992. p. 51.). The remainder, 27 of the forty,' of those that answered the question indicted that in-kind services were used in place of a monetary exchange.

The Code of Virginia 1950, Article IV, Limitations.; specifies the limits allowed regarding requests for mutual aid as they pertain to inter and intrastate requests. "Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources necessary to provide reasonable protection for each state." (2002, p.252.) The same code sites that reimbursement is available for volunteer fire and rescue departments but has no stipulation for career or combination departments. (2002, p. 251.)

The City of Trenton Fire Department did not have written mutual aid agreements. Both Bainbridge and Cousin's confirmed their statements that while mutual aid was documented through the use of information on a board available to Headquarters staff, no one was aware of written MAA that were in place in neighboring departments.

Both Barlyn and Brasko confirmed that the State of New Jersey does not require written mutual aid agreements to be utilized. "William Kramer, Deputy Director of the Division of Fire

Safety, feels that it is up to each individual department to implement written agreements.” (February 2003.) Secondly, it addresses the need for and reciprocal need for mutual aid. The policies and procedures do, however, cover and address mutual aid requests. Thirdly, it addresses the need to respond quickly with adequate coverage and staffing levels. “If summoned on a mutual aid assignment that is for a Fire Alarm, Working Fire, or Serious Emergency, that require a response directly to the scene, while a 4 member crew is preferred a 3 member crew is acceptable. The fire unit will not respond until at least one member is in station or on radio that can insure that we have coverage for our station.” (1996, p. 1.)

While Washington Township Fire Department does not have written mutual aid agreements with every MA Company in Mercer County and surrounding counties, they have an agreement for mutual aid through the Suburban Chief’s Association. “The Suburban Chief’s Association which is comprised of eleven fire companies in Mercer, Monmouth and Middlesex Counties in New Jersey has had written mutual aid agreements to provide services for the past 15 years. Mutual aid agreements that provide for a five-inch task force have been in place since 1992.” (See Appendixes C, D.) Verbal MA agreements exist and these fire departments include area resources in statutorily required mutual aid plans. If financial situations arise regarding reimbursement for personnel, equipment or resources, then the fire department usually absorbs the cost. Most fire departments in Maryland supply in-kind services: 49 of the 60 (82 %) there is no charge to other fire departments for their services.

The use of written MAA presumes the stipulated response will be dispatched for any disaster. With the advent of large-scale hazards and man-made disasters, such as Weapons of Mass Destruction events, fire departments respond without thinking about financial recourse and questionable resource response. Additionally, little thought is given to liability should injury or

death occur during the operation. Written MAA provides for these encumbrances and directs the outcomes, should the agreements be enacted. The State level of government should be the foremost entity for the supervision and enactment of this type of document. Maintenance of the documents could be accomplished during the annual update of the Fire Department Annex to the Emergency Operations Plan.

Research has concluded that the several of the fire departments in the states and commonwealths in FEMA Region III do not have formalized requirements for written mutual aid agreements, 40 percent. Guidelines for such documents are left to the individual departments / companies / associations / organizations in each jurisdiction as is the case with New Jersey.

Fire departments rarely have the financial resources available to pay for mutual aid from the surrounding jurisdiction. More importantly, the exchange of services is not often equal when the annual responses are tallied. Fire departments assist each other regardless of the resources or cost. Fire department personnel want to be involved when all hazards events occur. Both Dickson and Carter explain the exchange of services and categorize it as automatic or mutual aid. “ISO defines automatic aid as other departments dispatched at the same time or near to the time your department gets dispatched. They consider this a first-alarm response. Second alarm (mutual aid) response means that neighboring department get dispatched after you arrive on scene and call for help.” (Dickson, April 2001, p. 01.) The results of both surveys reinforce the ‘exchange of services’ as status quo, a way of doing business in the fire service. Sixty-seven percent of those surveyed in Region III, did not charge for services and twenty-six percent did not answer. The results for Maryland showed that ninety-one percent of those surveyed exchanged services.

The literature review of State statutes for New Jersey and Maryland make provisions for agreements to be drawn while Pennsylvania is looking at the feasibility of enacting legislation for cost recovery (but did not mention MAA). However neither verbal nor written agreements were not required. Virginia did require that written mutual aid agreements be drawn for fire departments within the common wealth. While not required by statute, 95% of the Maryland firefighter's survey had written MAA and 76% of the Virginia firefighters survey had MAA that were required by law. The State of New Jersey does require mutual aid agreements to be drawn but does require mutual aid plans to be on file with the County Fire Coordinator and available to the Regional / State Fire Coordinator when needed in the event of a disaster. Federal policy requires that written agreements be executed should reimbursement be necessary. The national initiative for mutual aid further suggests that resource typing take place and written mutual aid agreements be developed.

Ronny Coleman explains, "The term 'mutual aid' means a recognized agreement between agencies to exchange services." Nozzelhead, a popular column in FireRescue magazine further stresses the importance of being able to provide these services. "[The] ability to render aid relies on the ability to supply services. If adapters are needed to flow water in a neighboring department, then it is both department's responsibility to supply the necessary equipment. This results in a cost of doing business for both departments. The taxpayer's often supply the funds for such purchases." (Nozzlehead, December 2001. p. 24.) Interoperability of the proper equipment is the responsibility of both the department supplying / receiving mutual aid. Collaboration and cooperation must be instituted prior to an event so that the community affected by the disaster is well served.

Severe equipment damage, injury and death may compound the costs associated with time, personnel, fuel, and wear and tear on apparatus. This does not account for the time spent away from the firefighter's family (often as a result of the same disaster loved one's suffer from the same effects of the disaster). Carter, R. Coleman, K. Coleman, Granito and ISO concur that both mutual / automatic aid are a low-cost alternative for hiring personnel and staffing apparatus while saving taxpayers money. Most small departments have a hard time making ends meet for their monthly bills especially when difficulties arise at the least opportune moment.

Reimbursement needs to be written into the state code / title and structured with the state fire service organizations enforcing MAA to ensure that reimbursement procedures are in place. Federal documents such as the Public Assistance policy explain the necessity of written mutual aid agreements.

In summary, the fire service needs to consider the value of written mutual aid agreement development and maintenance define the type of resources and circumstances under which these resources will respond. Mutual aid is often an exchange of services, rarely entailing payment for services rendered. Development of agreements will detail financial aspects and administrative procedures necessary to recover costs under state and federal funds during a disaster. State statutes and fire department policies allow for written mutual aid agreements, but rarely place emphasis on their creation and maintenance. Federal initiatives should hold the states accountable for enforcement of the development and annual maintenance of written MAA.

## **RECOMMENDATIONS**

Mutual aid agreements provide for and define the response to all-hazard events. Written, properly executed, mutual aid agreements provide documentation for both resource typing and response when man made and natural disasters occur. Research results revealed that most fire

departments have either verbal or written mutual aid agreements. The fire service has few mandatory regulations that are required by the States / Commonwealths in which they operate. When statutes require rather than allow for written agreements, slightly more than half (54 %) of the fire departments comply. State and federal initiative should be taken to statutorily require that these agreements be in writing and that provisions for annual maintenance would become an additional requirement under the Comprehensive National Incident System. Federal level requirements should be developed with enforcement remanded to the State level. State completion of these duties could be attached to funding received from the federal level, such as WMD grants, to ensure their timely compliance. This places the burden of enforcement and reporting on the State and not on the first responders whose time and financial resources are already stretched, especially in volunteer organizations.

Training for fire, police, EMS and emergency management agencies would be developed and implemented explaining the reason for written mutual aid agreements. Development and initiation of training should be inclusive of all emergency service providers with all agencies required to attend. Not all resources necessary for the mitigation of large-scale events are under the control and ownership of fire departments. An inventory of resources could be instituted to better catalog the type and availability of assets held by first responder organizations during these training sessions and updated during annual maintenance of mutual aid agreement reporting. A sample mutual aid agreement would be provided on disk at these training sessions and distributed nationally through downloading the file, which would ensure fully developed, standardized agreements. Annual maintenance could be accomplished rather painlessly with additions, deletions and corrections being made to the original template electronically. Filing would be accomplished in a similar way with electronic transfer.

A national resource database would be developed and maintained from the information provided within each state. Limited access would be available on a state and national level to all agencies for use during manmade and natural disasters. This is information that would be used by the information and planning section of a nationally mandated Incident Management System. Requirements for MAA with public works providers, utility companies, stores (for supplies) and food service providers would be included in the National Comprehensive Incident Management System reporting to the logistics section. Such an initiative would foster a better working relationship between the above mentioned providers and first responders prior to a disaster and the need for a unified command.

Due to the budget constraints of volunteer, combination and career fire departments, most fire service providers laugh at the idea of cash payment for services rendered. Often there is not enough money in the budget to cover operational expenses especially in volunteer departments. Requiring cash payment for services that exceed the reciprocal amount of hours spent providing mutual aid would cause great financial hardship for most of the nations volunteer service. Volunteers and combination departments protect fifty-five percent of the nation.

Deleting the cash payment requirement for services rendered under the Public Assistance Policy while requiring written mutual aid agreements would benefit all concerned. Seven percent of those surveyed answered yes to using cash for reimbursement. Reimbursement between fire departments should be waived from federal aid documents and cost reimbursement for services clause should be waived. Reimbursement at a fair market value for the services rendered could be based on the Urban Search and Rescue tables established and approved by the federal government. These documents are used in each state and applied equally to career, combination, and volunteer departments. Additionally a symbolic amount of one dollar per year

could be exchanged that would eliminate the financial burden on volunteer departments, metros and any size department with budget restraints.

The purpose of this research project has been met through the use of the descriptive and evaluative methods were employed to answer the survey questions. The determination of and need for written and properly executed mutual aid agreements as well as the need for maintaining these agreements has been correlated with the findings of others through the literature reviewed.

## REFERENCES

The American Heritage Dictionary, 3<sup>rd</sup> Ed. (1994.) Houghton Mifflin Company. Boston, Massachusetts (p.551.)

Bainbridge, L.L. (2001, May). *Determining Components of and Delivery Methods for “Soft Skill” Education For The Fire Service*, National Fire Academy, (pp. 7.)

Bainbridge, L.L. (2000, June.) *Existence Of Fire Department Curriculum For Educating Public Officials*, National Fire Academy, (pp. 8-11.)

Brasko, J. (2003, February) Phone interview at the following locations; USFA / Gettysburg, PA.

Carter, H. R. (May 1995) *One Chief’s View Of Mutual Aid: A Guide To Future Operational Success For Reference*. Firehouse (pp.28-31.)

City of Hopewell. (September, 1981.) *Mutual Aid Agreement*. Hopewell: Virginia. (pp. 1-4.)

Coleman, K. G. (March 1992.) *The foundation of mutual aid*, Fire Chief. \*

Coleman, R. and Granito, J. (1988). *Managing Fire Services*, Washington, DC: International City / County Management Association (pp. 343.)

Connolly, J. (2003, March) FEMA Region III, Philadelphia, PA.

Cowardin, D.H. (December 1993.) *Practical ICS Automatic Aid*, American Fire Journal. pp. 6.

Dickenson, T. (April 2001). *Automatic Aid Things to consider for your automatic – aid agreements*. FireRescue Magazine. (19)(4) pp. 01. \*

The Editorial Staff of the Publishers. (2002.) *The Code of Virginia 1950, Volume 6B. Article IV, Limitations*. Matthew Bender & Company, Inc. Charlottesville, VA. (pp.252.)

Federal Emergency Management Agency. (2002, December.) *National Mutual Aid System*, Washington, DC. (pp. 1-10.)

Federal Emergency Management Agency. (2003, January.) *Assistance to Firefighter Grant 2003*. PowerPoint Presentation for Regional Points of Contact Workshop. (pp. 24.)

<http://www.fema.gov.rrr/pa/95236.shtm>(21-Jan-2003) *9513.6 Mutual Aid Agreements for Public Assistance*, Federal Emergency Management Agency. Washington, DC. (pp. 1.)

[http://198.187.128.12/maryland/lpext.dll/Infobase/6010d/60411/60419#JD\\_37](http://198.187.128.12/maryland/lpext.dll/Infobase/6010d/60411/60419#JD_37) (1-April-2003) Matthew Bender & Company, Inc., a member of the LexisNexis Group. Code of Maryland. ([1989, ch. 726; 1998, ch. 21, § 1; 2001, ch. 56.]

[http://198.187.128.12/maryland/lpext.dll/Infobase/6010d/60411/60419#JD\\_38a](http://198.187.128.12/maryland/lpext.dll/Infobase/6010d/60411/60419#JD_38a) (1-April-2003) Matthew Bender & Company, Inc., a member of the LexisNexis Group. Code of Maryland. [1967, ch. 395; 1978, ch. 444; 1979, ch. 267; 1986, ch. 222; 1991, ch. 21, § 3; 2001, ch. 56.]

<http://www.njleg.state.nj.us/> (1-April-2003.) New Jersey Permanent Statutes, Title 40A:14-156.1 Mutual police, fire aid in emergency agreements between municipalities, interstate. New Jersey Legislature: Trenton, NJ.

<http://www.whitehouse.gov/news/releases/2002/03/print/20020327-1.html>. (21-Jan-2003) *9513.6 Mutual Aid Agreements*. Office of the Press Secretary, White House. Washington, DC. (pp. 1-10.)

National Fire Codes. (1991.) 402M- Aircraft Rescue and Firefighting Operations. National Fire Protection Association, Quincy, Massachusetts. (pp. 402M-10.)

National Fire Codes. (1991.) 424M- Aircraft Community Planning. National Fire Protection Association, Quincy, Massachusetts. (pp. 424M-12.)

Nozzlehead. (December 2001) *Adapt To Each Other*, FireRescue Magazine. (19)(12) pp. 24.

Pennsylvania Fireman. (October 2001) *PA Fire and Emergency Services Institute Continue To Gather Information On Emergency Services Cost Recovery*, Pennsylvania (65) (1) pp. 12-14.

Smith, D. (1978) Dennis Smith's History of Firefighting in America 300 Years of Courage. The Dial Press: New York (pp.11.)

United States Fire Administration. (2002, December) *Leading Community Risk Reduction*, Unit 5, *Intervention Strategies*, and Unit 7: *Action Plan*, Emmitsburg, MD (pp. SM 5-1, 7-1.)

Washington Township Fire Department. (June 1996.) *Proposed Policies and Procedures*. Washington Township: New Jersey. (p.1.)

Wegscheider-Cruse, S. (1987.) *Learning To Love Yourself, Finding Your Self Worth*, Pompano Beach, Florida: Health Communications, Inc.

\*Information sent from LRC without complete details on article origination. The author used the card catalog search to piece together the information in the bibliography.

## APPENDIX A

This is a pilot survey to be conducted at the National Fire Academy on January 28<sup>th</sup> as part of the Executive Fire Officer Applied Research Project for Community Risk Reduction. Please complete the survey and return it to:

**Lori L. Bainbridge**  
**297 Meadowbrook Road**  
**Robbinsville, NJ 08691**

**Research Questions:**

1. Does your organization have written mutual aid agreements (MAA) with other emergency service organizations in your jurisdiction?

Yes \_\_\_\_\_ No \_\_\_\_\_ If so, Fire \_\_\_\_\_ EMS \_\_\_\_\_ Police \_\_\_\_\_  
Emergency Management \_\_\_\_\_

2. Do these mutual aid agreements pertain to organizations / agencies that are not emergency service related? Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, please specify type of organization below;

Public Works \_\_\_\_\_ Utility Companies \_\_\_\_\_ food service \_\_\_\_\_ Stores \_\_\_\_\_ Other \_\_\_\_\_ ,  
please specify \_\_\_\_\_

3. What hazards do these mutual aid agreements pertain to?

All hazards approach \_\_\_\_\_ Natural Disasters only \_\_\_\_\_ Man-made disasters only \_\_\_\_\_  
Fires only \_\_\_\_\_ Other \_\_\_\_\_, please specify \_\_\_\_\_

4. Is there a monetary exchange for services rendered from emergency service organizations / other agencies? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain type of exchange: \_\_\_\_\_

If no, please explain the type of exchange: In-kind service (share resources) \_\_\_\_\_ Cash payment \_\_\_\_\_  
Reimbursement from other sources (i.e.: insurance companies) \_\_\_\_\_ Other \_\_\_\_\_, please specify: \_\_\_\_\_

Comments:

---

---

---

Thank you for your time and cooperation.

## APPENDIX B

Table of Results

1. Does your organization have written mutual aid agreements (MAA) with other emergency service organizations in your jurisdiction?

State	Maryland Pilot	Delaware	Pennsylvania	Virginia	West Virginia
Yes	21	3	13	29	15
No	1	20	10	9	0
Fire	2	3	2	9	4
EMS	0	0	0	1	0
PD	0	0	1	1	0
EMA	0	0	0	0	0
Fire/EMS	9	0	3	6	7
Fire/Police	0	0	0	0	0
Fire/EMS/PD	2	0	1	2	0
Fire/EMS/EMA	1	0	1	4	2
Fire/EMS/EMA /PD	1	0	5	4	0
Police/EMS	0	0	0	1	0
No Answer	6	0	0	1	2

2. Do these mutual aid agreements pertain to organizations / agencies that are not emergency service related?

State	Maryland Pilot	Delaware	Pennsylvania	Virginia	West Virginia
Yes	3	0	4	9	4
No	14	3	9	20	11
Public Works	0	0	1	5	0
Utility Company	0	0	0	0	1
Public Work/Utility Co	1	0	1	3	3
Pub Wk/Stores	0	0	1	1	0
PW/UC/food	2*	0	0	0	0
Food Service	0	0	1	0	0
Stores	0	0	0	0	0
Other	* 1w/+ATF	0	0	**1 Forestry	0

3. What hazards do these mutual aid agreements pertain to?

State	Maryland Pilot	Delaware	Pennsylvania	Virginia	West Virginia
All-Hazards	21	3	12	21	13
Natural Disasters	0	0	0	0	1
Man Made Disaster	21	0	0	0	0
Fire	0	0	1	2	0
EMS	0	0	0	2	0
Other	0	0	0	2	1- dept request
No Answer	0	0	0	2	0

4. Is there a monetary exchange for services rendered from emergency service organizations /other agencies?

State	Maryland Pilot	Delaware	Pennsylvania	Virginia	West Virginia
Yes	2	0	0	1	3
No	19	3	7	20	10
No Answer	0	0	6	8	2
In-kind services	19	0	7	20	0
Cash payment	2	0	0	0	3
Other source reimbursement	0	0	0	1 PO	0

## APPENDIX C

Interview\* with Louis R. Bainbridge, EFOP Graduate and Mark Cousins of the Trenton Fire Department located in Mercer County, Trenton New Jersey on March 29<sup>th</sup>, 2003. Trenton Fire Department is a career department surrounded by volunteer and combination departments. Both firefighters are union representatives as well and are involved with the mutual aid organizations that respond into the city.

Does Trenton Fire Department have written mutual aid agreements with any of the combination departments surrounding their jurisdiction?

Bainbridge: As far as I know there are no written mutual aid agreements.

Cousins: There is a mutual aid board that has who to call if you need additional resources.

Has there ever been mention of written mutual aid agreements that exist?

Bainbridge: Not that I am aware of.

Cousins: I don't know.

Trenton Fire Department provides Haz Mat response to the County of Mercer, do you know of written mutual aid agreements that cover this service for the department?

Bainbridge: Not that I know of. This is a verbal agreement that we go if requested and if the Battalion Chief on duty lets us go.

In further conversation with L.R. Bainbridge, he stated that there was some kind of agreement with Lawrence Township due to written communications regarding the closing of Engine 9. Speculation was that this involved the mutual aid plan required by statute.

\* Due to the fact that these interviews took place during a drill, these quotes are not exact and are based on the notes of the author and her memory of the conversations.

## APPENDIX D

The Suburban Chief's Association which is comprised of eleven fire companies in Mercer, Monmouth and Middlesex Counties in New Jersey has had written mutual aid agreements to provide services for the past 15 years. Mutual aid agreements that provide for a five-inch task force have been in place since 1992. These agreements are reviewed annually and updated as necessary. An interview\* with the Task Force Committee was held during the Five Inch Task Force drill at Mercer County Park on Sunday, March 29<sup>th</sup>, 2003. Members of this committee included Chief Kevin Brink (East Windsor Fire Company #1 / Deputy Chief of Washington Township Fire Department), Chief John Archer (Chief of Hightstown Fire Company) and Chief Gary Tindall (West Windsor Fire Company). Additional comments were solicited from Deputy Chief Dick Glover (West Windsor Fire Company) and Chief H. Allen Walker III (Washington Township Fire Department). Both volunteer and combination departments were represented in this interview.

**Is there a written mutual aid agreement for the Suburban Fire Chiefs?**

Tindall: Yes, for mutual aid and for the Suburban Five-inch Task Force.

Brink: The task force agreement was signed in 1992. The mutual aid agreement has been in place prior to that. This covers mutual aid from and to all of the companies whenever they need it.

Archer: Probably for 15 years.

**How many fire companies are involved in the agreement?**

Walker: There are eleven companies that are part of the agreement. We update each year or when apparatus changes.

**Is this just for the Suburban Task force?**

Walker: Yes.

## APPENDIX F

An interview was conducted with Ben Barlyn, member of West Windsor Fire Company, former member of Washington Township Fire Department and Planning Committee member for the Weapons of Mass Destruction (WMD) Task Force for the State of New Jersey. Ben has duties for the Inspector General's Office in the state.

- Ben was unaware of federal documents that require written mutual aid agreements to be executed prior to a request for reimbursement and subsequent reimbursement to take place.
- Unaware of any state statutes regarding mutual aid agreements to be executed.
- Thought that it was important for mutual aid agreements to be developed in regard to WMD initiatives.
- Will broach the subject of statewide required MAA with the committee and those responsible within the State of New Jersey.

\*Due to the fact that these interviews took place during a drill, this is a summary of the points made during the conversation and not direct quotes.