



material of the responding party, in mutual cooperation and consistent with the spirit of this agreement and the overall emergency operation undertaken by the requesting party. The Incident Command System will be used at all incidents, and the supervisor of the responding party shall report to the Incident Commander upon arrival at the scene.

4. LOST OF MISPLACED EQUIPMENT: Each party shall exercise due diligence in returning lost or misplaced equipment and materials to its rightful owner.
5. EXPENSES: No party shall be held liable to the others for damages, loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered in accordance with the terms of this agreement; provided that the requesting party shall be obligated for payment of all expenses incurred in the cost of operation on a response when the requesting party can legally submit a claim to the entity or entities for the incident. Payment between the parties shall be due at such time as the requesting party receives payment from the responsible entity.

If any member of the municipality of either party is injured or killed while acting as a responding party hereunder, including travel to and from the scene of the emergency to which response is being made, the employer of the member shall be liable for the same compensation and benefits that would apply if the emergency were within the member's own jurisdiction.

6. INSURANCE: Each party shall obtain and maintain in force during the term of this agreement public liability insurance having a single limit of at least \$1,000,000, unless any party provides adequate proof of self insurance. (Please attach proof of insurance.)
7. INDEMNIFICATION AND HOLD HARMLESS: Each party shall indemnify, save and hold harmless all other parties, their officers, employees, members, agents, and representatives from liability (including statutory liability and liability under workers compensation or other occupational disease law), claim, action, loss, cost, damage, injury (including death), or expense, including attorneys fees, due to the negligence or other fault of its officers, employees, members, agents and representatives, arising out of or resulting from the rendering of aid under this agreement.
8. TRAINING: Each clerk (or other representative) of each municipality shall review a summary of this agreement with emergency response personnel and other responsible parties at least once each year to ensure that equipment is ready to respond when needed. The clerk or other responsible party shall also take a complete inventory of each unit at least twice a year and forward a copy of this inventory to the \_\_\_\_\_ County Emergency Management Office, \_\_\_\_\_  
This agreement should also be reviewed as frequently as needed to maintain readiness of personnel to act when needed.
9. EQUIPMENT: This agreement shall not modify the title to, or ownership of,

any apparatus or equipment. Each party shall be solely responsible for the storage, upkeep, maintenance, repair, and replacement of its own equipment. Each party shall maintain a current inventory of its equipment. The requesting party may request the use of a specific piece of equipment from the responding party to be used in connection with specific emergencies.

10. TERM, RENEWAL AND TERMINATION: This agreement shall be effective \_\_\_\_\_, 20\_\_\_\_ and the term of the agreement shall continue in force and in effect from year to year until terminated by any party upon the giving of sixty (60) days written notice to all other parties.
11. FILING OF AGREEMENT: This agreement shall be filed with \_\_\_\_\_ County, with a copy on file in the \_\_\_\_\_ County Emergency Management office.
12. TERMINATION: This agreement may be terminated by any party upon the failure of the other party to observe each and every covenant in the agreement. Prior to such termination, written notice shall be given to the parties in breach of the agreement of the nature of the breach and providing a reasonable period of time within which to correct or eliminate such breach. If, upon the expiration of such period of time, the breach continues to exist, then the party giving notice may declare this agreement to be terminated and of no further effect, provided, that any financial obligation then outstanding between the parties shall survive this agreement and shall continue after such termination.
13. ENTIRE AGREEMENT: The entire agreement of the parties is contained herein, and this agreement supersedes all previous agreements presently in effect between the parties.

IN WITNESS WHEREOF, the parties hereto having read and understood the entirety of the agreement hereby affix their authorized signatures.

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