

**MUTUAL AID AGREEMENT  
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This mutual aid agreement is entered into between East Jefferson Fire Rescue and North Whidbey Fire and Rescue which are municipal corporations of the State of Washington.

**RECITALS**

1. This agreement is entered into under the authority of RCW 52.12.031(3) and chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains fire fighting and emergency medical service personnel who are trained to provide various levels of fire protection and emergency medical services.
3. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.
4. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

**AGREEMENT**

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

**SECTION 1. PURPOSE**

- 1.1. The purpose of this Agreement is to improve the provision of fire protection and emergency medical services within the respective jurisdictions of the Parties hereto by facilitating mutual aid and assistance. The Parties desire to furnish rescue, fire protection, hazardous materials and medical personnel, equipment, materials, and other supplies, and to render such fire protection, rescue, hazardous materials and medical services to each other as may be necessary to suppress fires, control and contain hazardous materials and/or other emergencies of a magnitude that has developed or appears probable to develop beyond the control of a single party which therefore requires the combined forces of the parties hereto.

**SECTION 2. TERM**

- 2.1. This Agreement shall become effective on the date executed by two or more parties and shall continue until such time as all Parties to this Agreement withdraw. The withdrawal of any Party shall not terminate this Agreement in its entirety, as long as at least two parties remain a Party to this Agreement.

### SECTION 3. DEFINITIONS

- 3.1. **"Incident Commander"** means the individual designated by the Requesting Agency charged with overall management and command of an emergency incident pursuant to the National Incident Management System.
- 3.2. **"Mutual Aid"** means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency.
- 3.3. **"Requesting Agency"** means a Party who is a party to this Agreement and has made a request for mutual aid from another Party pursuant to the terms of this Agreement.
- 3.4. **"Responding Agency"** means a Party who is a party to this Agreement and has thereby agreed to provide mutual aid to another jurisdiction pursuant to the terms and conditions of this Agreement.

### SECTION 4. REQUESTS FOR ASSISTANCE.

- 4.1. The commanding officer of the Requesting Agency or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, of any party, is authorized to request assistance from the other parties if confronted with an emergency situation at which the Requesting Agency has need for equipment or personnel in excess of that available at the Requesting Agency's fire department.

### SECTION 5. RESPONSE TO REQUEST.

- 5.1. Upon receipt of such a request, the commanding officer of the Responding Agency receiving the request (or their designee), shall immediately take the following action:
  - (a). Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
  - (b). Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
  - (c). In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - (d). In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency of such fact.

- (e). The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

## **SECTION 6. COMMAND RESPONSIBILITY AT EMERGENCY SCENE.**

- 6.1. The chief officer or senior officer of the Requesting Agency shall be in command of the operations under which the equipment and personnel sent by the Responding Agency shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The operational command, however, may be relinquished to the senior officer of any fire department rendering assistance under the terms of this agreement.
- 6.2. If the officer-in-charge of the Requesting Agency shall not have arrived at the incident the officer-in-charge of the Responding Agency shall be in command of the fire or incident until the arrival of the officer-in-charge of the Requesting Agency and during such time shall exercise all lawful authority of the fire officer-in-charge of such area.
- 6.3. Each party agrees to use the Incident Command System (ICS) for all mutual aid requests and responses.
- 6.4. The equipment and personnel of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operations as soon as conditions may warrant or in the event an emergency should occur in the Responding Agency's jurisdiction.

## **SECTION 7. COOPERATION.**

- 7.1. The personnel of each of the departments participating in this Agreement are invited, and encouraged on a reciprocal basis to visit each other's facility for guided familiarity tours and, as feasible, to jointly conduct planning inspections and drills.
- 7.2. The commanding officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under the existing circumstances. The plans shall take into consideration and insure the proper protection by the Responding Agency of its own geographical area.

## **SECTION 8. COMPENSATION/EMPLOYEES/VOLUNTEERS**

- 8.1. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party; provided, however, that the party requesting

assistance shall attempt to obtain financial assistance from federal and state agencies where financial assistance is available to reimburse the assisting party for losses or damages incurred in supplying mutual aid under this agreement. Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.

- 8.2. No employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer or other representative of the parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

## **SECTION 9. LIABILITY, INDEMNIFICATION AND HOLD HARMLESS**

- 9.1. **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid or Automatic Aid under this Agreement.
- 9.2. **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement for providing Mutual or Automatic Aid hereunder.
- 9.3. **Liability to Other Parties - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.
- 9.4. **Liability to Third Parties.** The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

- 9.5. Cross Indemnification.** To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Agreement.
- 9.6. Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

#### **SECTION 10. INSURANCE.**

- 10.1. Liability and Casualty Insurance.** For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.
- 10.2. No Industrial Insurance Requirement.** It is expressly understood that no Party shall be responsible to provide any other Party's employees or volunteers with coverage required under Title 51 RCW or Chapter 41.24 RCW, as the same now exists or may be hereafter amended.
- 10.3. Waiver of Subrogation.** To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment thereunder.

#### **SECTION 11. PURCHASE CONTRACTS/BIDDING.**

- 11.1.** This Agreement is intended to constitute the Interlocal Agreement required by RCW 39.04.030 for utilizing other Parties' purchase contracts. Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:
- (a).** Comply with the public bidding laws of the State of Washington as they apply to such Party;
  - (b).** Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases;

- (c). Either (i) post the bid or solicitation notice on a web site established and maintained by a government, purchasing cooperative or similar service provider or (ii) provide an access link to the state's web portal to the notice.

## **SECTION 12. MISCELLANEOUS.**

- 12.1. No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- 12.2. Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- 12.3. Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by any party to enable it to perform the services required under this agreement, shall remain the property of that party.
- 12.4. Equipment Salvage.** All personnel involved in a mutual assistance operation shall exercise due diligence in salvaging lost or damaged equipment, and ensuring that it is returned to its rightful owner.
- 12.5. Assignment.** None of the Parties to this Mutual Agreement may assign any of their duties, rights or responsibilities under this Agreement without the express written consent of the other Parties. This restriction on assignment shall not apply to the formation of a new entity between parties.
- 12.6. Amendments.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.
- 12.7. Governing Law And Venue.** This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall lie exclusively in Jefferson County, Washington.
- 12.8. Attorney Fees.** Should any Party bring suit to enforce any provision of this Agreement, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees.
- 12.9. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

**12.10. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

EAST JEFFERSON FIRE RESCUE

By:

*[Signature]*

Title:

*Chief*

Dated:

*6/18/2015*

NORTH WHIDBEY FIRE AND RESCUE

By:

*[Signature]*

Title:

*Chief*

Dated:

*5/14/15*

*Approved Board Meeting 5/14/15*