

AUTOMATIC AND MUTUAL AID AGREEMENT

Between

ENUMCLAW FIRE DEPARTMENT

And

EAST PIERCE FIRE AND RESCUE

THIS MUTUAL AID AGREEMENT is entered into this 9th day of January, 2017, by and between the Enumclaw Fire Department and East Pierce Fire & Rescue.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act.

RECITALS AND DEFINITIONS

- 1) **WHEREAS**, Fire protection districts may enter into and perform any and all necessary contracts, pursuant to RCW 52.12.021;
- 2) **WHEREAS**, Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services and responses to other situations or events which are, or may be, hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions;
- 3) **WHEREAS**, In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party to this agreement, to provide supplemental fire suppression and emergency medical service

equipment and personnel. Also, mutual aid is appropriate during certain non-emergent incidents such as coverage during a firefighter funeral in a nearby district;

- 4) **WHEREAS**, Each of the parties may have the necessary equipment and personnel to enable it to provide such service to another party in the event of such an emergency, insofar as the service capabilities of the responding party are not impacted;
- 5) **WHEREAS**, The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to another; and
- 6) "Mutual Aid" is defined to mean aid or assistance to an emergency scene, in the form of resources such as personnel and equipment or apparatus, provided to a department having jurisdiction, upon such party's request for assistance pursuant to this agreement.
- 7) "Automatic Aid", as distinguished from "Mutual Aid", is defined to mean aid or assistance to an emergency scene, in the form of resources such as personnel and equipment or apparatus, provided to a department having jurisdiction, automatically (such as by computer-aided dispatch) or due to a prior arrangement between the two jurisdictions for such assistance, in the event of such an emergency.
- 8) "Initial emergency services" shall mean all assistance, with apparatus, equipment and human resources/personnel provided within the first 24 hours after arrival upon scene by the agency/responding party. The cost of initial emergency services is not reimbursed to the responding agency, except in

the form of mutual and reciprocal response when needed from the agency requesting assistance. Emergency services rendered after such initial emergency services (a single operational period) are outside the scope of mutual aid.

SUBSTANTIVE PROVISIONS

The parties subject to the terms of this agreement, 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:

- 1) **Administration**- No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Fire Chiefs of each agency.
- 2) **Request for Assistance** - The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency within the boundaries of their jurisdiction is authorized to request assistance from any party to this agreement if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
- 3) **Response to Request** - Upon receipt of such request, the commanding officer of the party receiving the request shall immediately take the following action:
 - a) Immediately respond with requested resources or contact the requesting agency's dispatch center with notification that a portion of or all of the resources requested are not available, provided, that nothing in this agreement shall preclude such a party from refusing the request when the

requesting agency has demonstrated by its recent history that it is not capable of responding mutually and reciprocally to such party's possible request for mutual aid under present circumstances. Such decision shall not be a tactical decision, but rather a policy decision made at the Fire Chief level.

- 4) **Command Responsibility at Emergency Scene** - Command responsibility at the scene rests with the party in whose jurisdiction the incident requiring mutual aid has occurred (hereinafter referred to as the "department having jurisdiction"). The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
- 5) **Liability** - The parties agree that the department having jurisdiction shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities which arise out of command decisions or judgments.

Subject to the above, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom as to each party's own actions relating to performance under this agreement. Neither party shall be deemed to be an agent of the other party, for purposes of this agreement.

- 6) **Compensation** - Each party agrees that it will not seek compensation for "initial emergency services" rendered under this agreement from any party requesting assistance, **provided, however,** that services rendered after the initial emergency

services period has ended will be fully compensable by the party seeking assistance, and may therefore be promptly invoiced by the responding agency. Each party further agrees that when the requesting agency has demonstrated by its recent history that it is not capable of responding or willing to respond mutually or the frequency of requests could be construed as supporting or supplementing service to such agency, then the providing agency may seek compensation for the services provided. **Provided further, that** in the event of a natural disaster or emergency, regardless of the type of hazard (fire, earthquake, volcanic eruption, landslide, terrorist acts, etc.) any party responding outside of its own jurisdiction may request reimbursement from any appropriate federal or state agency (such as FEMA or Washington State DNR) for all incurred costs of such responses, and **provided further**, that this paragraph shall have no application to other emergency services rendered by any party to a federal agency whose property is located outside of the party's jurisdictional boundaries. Nor shall this paragraph apply to services rendered by a party to tribal trust lands, whether such lands lie within or outside of the party's jurisdictional boundaries. Extraterritorial service to federal properties and service to tribal trust lands, wherever situated, should be governed by written contract between the fire department and the agency or tribe.

- 7) **Insurance** - Each party agrees to maintain adequate automobile and commercial general liability insurance coverage for its own equipment and personnel, covering their operations.
- 8) **Concurrent Originals** - This Agreement may be signed in concurrent or counterpart originals.

9) **Document Control – Execution** - The parties agree that sufficient concurrent originals of this agreement shall be produced and distributed for signature by the necessary officials to bind each party. Upon execution, the executed counterpart originals hereof shall be returned to the offices of the Pierce County Fire Chiefs Association, which shall act as Secretary hereunder for the sole purpose of maintaining and filing the originals in one place and available to all parties. The executed counterpart originals will be stamped on receipt by the Secretary to show the date of filing with the Secretary as described above. Upon receipt by the Secretary of the executed counterpart originals, each such original shall form and become a part of one agreement binding on all parties.

10) **Duration** - The duration of this agreement shall be for one year commencing from the date of filing with the Secretary, as described above, of not less than two counterpart originals, **provided** that the agreement shall be automatically continued from year to year unless terminated as provided below.

11) **Termination** - This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

(a) Written notice shall be served by any party hereto upon the Secretary or any other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.

(b) Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.

(c) Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

12) **Separate Property**- All equipment purchased or acquired by a Party to this Agreement and used in common, for purposes of this Agreement, shall be retained by the purchasing Party upon withdrawal from this Agreement.

13) **Agreement Not Exclusive** - This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual aid agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this agreement.

14) **Filing** - As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force, with each applicable county auditor, or alternatively, listed by subject on either party's web site., And also be filed with each Fire District Secretary.

15) **Recitals Incorporated by Reference** - All recitals above are hereby incorporated into, and made a part of, this agreement as operative provisions thereof.

16) **No Third-Party Beneficiaries**-This Agreement shall not be construed to benefit any third-party or otherwise limit the application or protection of the "Public Duty Doctrine" to the District or the Agency. This agreement shall be governed by Washington law.

17) **Amendment**- No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein. This Agreement merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to subject matter hereof and constitutes the entire Agreement between the parties.

18) **Waiver**- No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19) **Severability**-In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in

any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


ENUMCLAW FIRE DEPARTMENT



Randy Fehr, Fire Chief

Date Signed: February 22, 2017

EAST PIERCE FIRE AND RESCUE



Bud Backer, Fire Chief

February 22, 2017