

**MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
AND
CITY OF EVERETT FIRE DEPARTMENT
AND
MARYSVILLE FIRE DISTRICT
AND
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT 21
FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

1. This Mutual Aid Agreement (MAA), entered into this 24th day of March 2010, between the Commander, Navy Region Northwest, acting pursuant to the authority of 42 USC 1856a, and City of Everett Fire Department, Marysville Fire District, and Snohomish County Fire Protection District 21 (hereinafter referred to collectively as Snohomish County Fire Departments), is securing to each the benefits of mutual aid in fire protection and prevention, hazardous materials incident response and emergency medical services in the protection of life and property from fire, hazardous materials incident and in fire fighting.

2. It is agreed that:

a. On request to a representative of Commander, Navy Region Northwest Fire and Emergency Services (COMNAVREG NW F&ES) Department located on board Naval Station (NAVSTA) Everett by a representative of the Snohomish County Fire Departments, fire fighting, hazardous materials incident response and/or emergency medical services equipment and personnel of the COMNAVREG NW F&ES Department will be dispatched to any point within the area for which the Snohomish County Fire Departments normally provides fire protection, hazardous materials incident response, or emergency medical services as designated by the representatives of the Snohomish County Fire Departments.

b. On request to a representative of the Snohomish County Fire Departments by a representative of COMNAVREG NW F&ES Department, fire fighting, hazardous materials incident response and/or emergency medical services equipment and personnel of the Snohomish County Fire Departments will be dispatched to any point within the fire fighting or hazardous material incident response jurisdiction of NAVSTA Everett (to include Smokey Point Naval Complex and Jim Creek Naval Radio Station) as designated by the representative of the COMNAVREG NW F&ES Department.

c. Any dispatch of equipment and personnel pursuant to this MAA is subject to the following conditions:

(1) The rendering of mutual aid and assistance under this MAA shall not be mandatory, but the fire department receiving a request

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shall immediately inform the requesting fire department if, for any reason, aid and assistance cannot be rendered. The officer in charge of any fire department asked to respond to a request shall have the right to determine the ability and priority of providing mutual aid and assistance under this MAA.

(2) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

(3) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(4) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required, when the responding organization is needed within the area for which it normally provides fire protection, or at the sole discretion of the responding organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Snohomish County Fire Departments normally provides fire protection, the Chief of the respective Snohomish County Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

3. Snohomish County Fire Departments may submit a claim for reimbursement for the direct expenses and losses that are additional fire fighting, hazardous materials incident, or emergency medical services costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this MAA as provided in 44 CFR, Part 151.

4. Each party agrees to indemnify all parties to the extent of its fault for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MAA. This provision does not waive any right of reimbursement pursuant to paragraph 3 above.

5. All equipment used by Snohomish County Fire Departments in carrying out this MAA will, at the time of action hereunder, be owned by it; and all personnel acting for Snohomish County Fire Departments under this MAA will, at the time of such action, be an employee or volunteer member of Snohomish County Fire Departments.

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6. This MAA supersedes all previous agreements between NAVSTA Everett or COMNAVREG NW and the Snohomish County Fire Departments. This MAA is effective upon signatures and shall remain in force until modified or terminated by mutual consent of the parties concerned. This MAA shall be reviewed annually to determine its effectiveness and determine the need for continuation or modification. Any party may modify, terminate or cancel its participation in this MAA by providing at least 120 days notice in advance of a proposed effective date. Termination by any party shall not provide the basis for any claim against any other party.

Ray Stephanson 4-9-2010
RAY STEPHANSON Date
Mayor
City of Everett

A. P. Verhofstadt 3 JUNE 2010
A. P. VERHOFSTADT, P.E. Date
Executive Director
Commander, Navy Region
Northwest

Attest: Sharon Marks
Everett City Clerk

Approved as to form:
James D. [Signature]
Everett City Attorney

GREG CORN
GREG CORN Date
Fire Chief
Marysville Fire
District

Thomas Mascolo 14 MAY 10
THOMAS MASCOLO, CAPT Date
Commanding Officer
Naval Station Everett

Chairman, Board of Date
Commissioners
Snohomish County Fire
Protection District 21

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_____ RAY STEPHANSON Mayor City of Everett	_____ Date	_____ A. P. VERHOFSTADT, P.E. Executive Director Commander, Navy Region Northwest	_____ Date
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Attest:

Everett City Clerk

Approved as to form:

Everett City Attorney

 GREG CORN Fire Chief Marysville Fire District	_____ Date	_____ THOMAS MASCOLO, CAPT Commanding Officer Naval Station Everett	_____ Date
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 Jim Strago Chairman, Board of Commissioners Snohomish County Fire Protection District 21	_____ Date
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