

ORIGINAL

**MUTUAL AID AGREEMENT FOR
TECHNICAL RESCUE RESPONSE**

THIS AGREEMENT, made and entered into this day by and between the following parties:

Snohomish County Fire Protection District No. 8

4 99th Ave N.E.

Everett, Washington 98205

and

Marysville Fire District

1635 Grove St.

Marysville, Washington 98270

and

Snohomish County Fire Protection District No. 17

116 S. Granite Ave

Granite Falls, Washington 98252

all of which are organized under laws of the State of Washington:

WITNESSED:

WHEREAS, the parties hereto have determined that in order to provide an optimum level of service to the citizens within the parties respective boundaries, it is necessary to cooperate to fully utilize available resources; and

WHEREAS, the parties desire to render to each other the maximum cooperation possible in the sharing of staffing, equipment, technical expertise, and other resources in order to deal with technical rescue responses or other major emergencies and disasters; and

WHEREAS, the parties hereto have further determined that this agreement is adequate consideration for any costs or expenditures of equipment, manpower and other resources incurred by the contracting parties.

NOW, THEREFORE, in order to carry out the purposes and functions described above, and in consideration of the benefit to be received by each of the parties, the parties agree as follows:


1. **Request for Assistance.** The Incident Commander or officer in charge of the responding unit at the scene of an emergency, is authorized to request assistance from another 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 through requesting party's agency or department.
2. **Response to Request.** Upon receipt of such a request, the Commanding Officer of the party receiving the request, shall promptly take the following action:
 - 2.1 Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
 - 2.2 Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - 2.3 In the event the needed equipment and personnel are available without substantially impairing the ability of the responding agency to respond to alarms within its own jurisdiction, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - 2.4 In the event the needed equipment and personnel are not available, to promptly advise the requesting party.
3. **No Requirement to Render Aid.** All personnel, resources and services provided under the terms of this agreement are furnished and/or supplied voluntarily and at the discretion of the furnishing agency. The furnishing agency shall have the primary interest of protecting its own constituency. Nothing herein shall limit the legislative discretion of the governing bodies of the parties to determine its budget needs, and determine appropriate levels of service and nothing in this agreement shall imply a duty to levy taxes, appropriate funds or enter specific terms of a collective bargaining unit agreement in order to effectuate the terms of the agreement.
4. **Command Responsibility at Emergency Scene.** The Incident Commander of the party requesting 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. The incident command, however, may be relinquished by the requesting party to the senior officer of the responding party under the terms of this agreement.


5. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding party by the Incident Commander as soon as conditions warrant.
6. **Consumable Supplies.** Parties requesting assistance shall provide motor fuel, lubricating oil, welfare items for personnel and other consumables to the extent supplies area available.
7. **Equipment.** All parties involved in a mutual assistance operation shall exercise due diligence in salvaging lost or damaged equipment and/or ensuring equipment is returned to its rightful owner.
 - 7.1 Equipment purchased during the term of this agreement shall remain the property of the purchasing party and, by agreement, may be used by either or all parties. Upon termination of this agreement all equipment shall be returned to the party who purchased it.
 - 7.2 Equipment purchases shall be recommended by a committee comprised of equal representation from all parties.
 - 7.3 Equipment storage shall be recommended by a committee comprised of equal representation from all parties.
8. **Liability.** Each party agrees to be responsible and assume the liability for its own wrongful and negligent acts or omissions, including negligence attributed to that entities command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save, indemnify, defend and hold the other party harmless from such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from each other in proportion to the percentage of negligence attributable to each party.
9. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

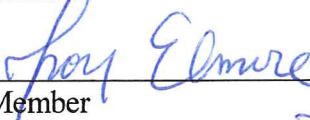
10. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other parties.
 - 10.1 The party requesting assistance agrees to attempt to obtain financial assistance from Federal and/or State agencies where such assistance is available to reimburse the assisting parties for losses or damages incurred in supplying mutual aid under this agreement.
 - 10.2 Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity that may have been responsible for the emergency conditions for which aid is requested.
11. **Pre-Emergency Planning.** The parties agree to establish pre-emergency plans, which indicate the types of and location of potential problem areas where emergency assistance may be needed, and the type of equipment that should be dispatched under various possible circumstances.
12. **Pre-emergency Training.** The parties agree to conduct pre-emergency training of its personnel. The training shall be designed to provide familiarization of all equipment and techniques and to train all personnel in the methods and procedures to be used when responding to another jurisdiction.
13. **Term.** This agreement shall be in effect until it is replaced or discontinued following the provisions of Section 14, and commences on _____, 2000.
14. **Modification, Termination and Review.**
 - 14.1 **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.
 - 14.2 **Termination.** This agreement may be terminated as to any single party, when that party gives notice to the other parties in writing at least ninety (90) days prior to its intended withdrawal from this agreement.
 - 14.3 **Review.** This agreement shall be reviewed every five (5) years. The failure to review, however, shall not be a basis for termination of this document.

IN WITNESS WHEREOF, the parties hereto have set their corporate names by their duly authorized agents the day and date written below:

**Board of Fire Commissioners
Snohomish County Fire Protection District #8**



Chairperson

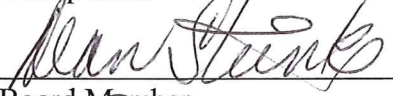

Board Member



Board Member

5/10/00

**Board of Fire Commissioners
Snohomish County Fire Protection District #17**

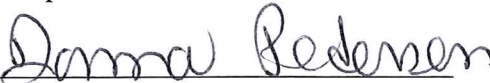

Chairperson


Board Member

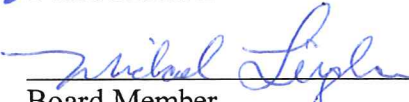

Board Member


**Board of Fire Commissioners
Marysville Fire District**


Chairperson

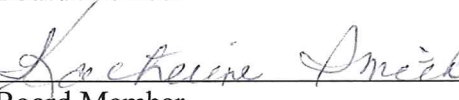

Board Member


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IN WITNESS WHEREOF, the parties hereto have set their corporate names by their duly authorized agents the day and date written below:

Snohomish County Fire Protection District No. 8
Chief Jack Welch

Signature Jack Welch Date 5-10-2000

Snohomish County Fire Protection District No. 17
Chief Rick Hjelle

Signature Rick Hjelle Date 05-11-00

Marysville Fire District
Chief Greg Corn

Signature Greg Corn Date 5/18/00