

MUTUAL AID AGREEMENT

BETWEEN

COMMANDER, NAVY REGION NORTHWEST
1100 Hunley Road, Silverdale, WA 98315

AND

CITY OF EVERETT
2811 Oakes Ave., Everett, WA 98201

AND

MARYSVILLE FIRE DISTRICT
1094 Cedar Ave., Maryville, WA 98270

AND

SNOHOMISH COUNTY FIRE DISTRICT 21
12131 228th Street NE, Arlington, WA 98223

FOR THE PROVISION OF
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

COMNAVREG NW
7050
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This agreement, entered into this XX day of Month YYYY, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Station Everett (NAVSTA Everett), and the City of Everett, Marysville Fire District, and Snohomish County Fire District 21, (hereinafter, "Snohomish County Fire Protection Agencies") acting pursuant to the authority of 42 U.S.C. § 1856a, DoDI 6055.06, and OPNAVINST 11320.23G, is for the purpose of providing the benefits of mutual aid to the other entity, for the protection of life and property from wild land fires, as well as firefighting and fire suppression support. The anticipated support includes; but is not limited to; emergency services of basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building and confined space extractions.

It is the policy of the Department of the Navy and COMNAVREG NW to enter into Mutual Aid Agreements (MAA) with non-federal fire departments located in the vicinity of naval installations whenever practicable. The parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this MAA to document their willingness and ability to render assistance to one another in order to enhance the safety and security of the civilian community and naval facilities.

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Hereinafter, the term "COMNAVREG NW Fire and Emergency Services (F&ES)" refers specifically to the F&ES organization located on and servicing NAVSTA Everett.

It is agreed that:

1. Upon request from Snohomish County Fire Protection Agencies, firefighting equipment and personnel of COMNAVREG NW F&ES will be dispatched; subject to operational requirements and resource availability; to any location within the area for which the Snohomish County Fire protection Agencies are responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of the Snohomish County Fire Protection Agencies will be dispatched; subject to operational requirements and resource availability; to any location within the area for which COMNAVREG NW F&ES is responsible to provide fire protection and emergency medical services.
3. The party receiving a request for assistance shall endeavor to immediately inform the requesting party if assistance can or cannot be provided, and the type and quantity of resources available for dispatch.
4. Neither party shall hold the other party liable or at fault for being unable to respond to a request for assistance nor being able to respond in a timely manner, or responding with less than optimum equipment/personnel, as the parties understand that each is primarily and ultimately responsible for providing fire suppression and hazardous material incident response within their own jurisdictions.
5. The requesting and rendering of assistance under the terms of this MAA shall be per detailed operational plans and procedures developed by the individual parties. All parties shall work together to implement such plans and procedures in a manner compatible with their respective operational authorities. It is understood that the rendering of assistance under the terms of this MAA is not mandatory.
6. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Snohomish County Fire Protection Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States Government.

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7. Under the authority of 42 U.S.C. § 1856a, either party may seek reimbursement from the other for the costs incurred by it in providing services to the other party in response to a request for assistance.

8. All equipment used by any party in carrying out this agreement will; at the time of action; be owned by it. All personnel acting under this agreement will; at the time of such action; be an employee or volunteer member of the party.

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

a. Any request for aid shall include the amount and type of equipment and personnel requested and specify the location where the equipment and personnel are to be dispatched.

b. Upon receipt of a request for assistance, equipment and personnel will be immediately dispatched along with instructions as to their mission, use, and deployment in quantities and amounts that can be provided without jeopardizing the mission of the fire department providing the resources, per the judgment of the senior officer of the responding party.

c. The senior officer of the requesting fire department shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the heads of the fire departments involved, a senior officer of a fire department furnishing assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding fire department shall be released by the requesting party when the services are no longer required or when the responding fire department is needed in its own jurisdiction.

10. Training:

a. Whenever either party hosts fire protection training for its own personnel (host department) it may; to the maximum extent practicable and subject to its sole discretion; offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

b. The host department will not charge the guest department for training coursework provided pursuant to this MAA unless

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there is a cost that cannot be covered by the host department, such as an individual student fee/tuition or cost of a certificate.

c. The guest department or its personnel will be responsible for the payment of any and all logistic costs necessary to attend training provided by the host department, including; but not limited to; lodging, meals, and travel expenses.

d. This MAA is entered into voluntarily by the parties with no obligation on their part to either provide training or to participate in any offered training.

e. The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

f. The host department reserves the right to deny training to any guest department personnel who do not meet the prerequisites necessary to attend the offered training.

11. Execution of this Agreement:

a. This MAA shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed five (5) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least sixty (60) days advance written notice from the party desiring to terminate this agreement to the other.

b. Following the 5 years, the agreement will either automatically terminate or be renegotiated.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

12. Signatures

JIM STRAGO, Chairman Date
Board of Commissioners
Snohomish Fire Protection
District 21

Mart McFalls *6/6/17*

MARTIN McFALLS Date
Fire Chief
Marysville Fire District

RAY STEPHANSON, Mayor Date
City of Everett

SHARON FULLER Date
City of Everett

~~_____~~ *11/29/17*
M. A. LAKAMP, CAPT, USN Date
Command Officer
Naval Station Everett

A. P. VERHOFSTADT, P.E. Date
Executive Director
Commander, Navy Region
Northwest