



Emergency Services Coordinating Agency

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MEMORANDUM
September 24, 1996

RECEIVED
SEP 25 1996

TO: Mutual Aid Participants
Interested Agencies

FROM: Lyn Gross, Director
Emergency Services Coordinating Agency

SUBJECT: Mutual Aid Agreement

Enclosed is the FINAL COPY of the Mutual Aid Agreement which has been circulating for the past several months. Please note that all participating agencies are listed on the first page. This list includes all Snohomish County Fire Departments and Districts, all North King County Departments and Districts and Camano Island.

The agreement is scheduled for review every five years. As I will be the "keeper of the document" I will contact you when it is time for a review.

I appreciate your cooperation and timely response. We were successful in obtaining 100% participation on this agreement, and in record time too!

Please call me if you have any questions.

EMERGENCY SERVICES
23607 HWY () SUITE 3-C
EDMONDS, WA 98026

**MUTUAL AID AGREEMENT FOR
FIRE SERVICES, EMERGENCY MEDICAL SERVICES AND
HAZARDOUS MATERIAL RESPONSE**

Exhibit "A"

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

City of Arlington	King County Fire District 16 - Kenmore
City of Brier	King County Fire District 50 - Skykomish
City of Bothell	Woodinville Fire and Life Safety District
Town of Darrington	Snohomish County Fire District 1 - Alderwood
City of Edmonds	Snohomish County Fire District 3 - Monroe
City of Everett	Snohomish County Fire District 4 - Snohomish
City of Lake Forest Park	Snohomish County Fire District 5 - Sultan
City of Lynnwood	Snohomish County Fire District 7
City of Mill Creek	Snohomish County Fire District 8 - Lake Stevens
City of Mountlake Terrace	Snohomish County Fire District 11- Silver Lake
City of Mukilteo	Snohomish County Fire District 12 - Marysville
City of Stanwood	Snohomish County Fire District 14
Town of Woodway	Snohomish County Fire District 15 - Tulalip Bay
	Snohomish County Fire District 16 - Lake Roesiger
	Snohomish County Fire District 17 - Granite Falls
	Snohomish County Fire District 18 - Bryant
	Snohomish County Fire District 19 - Silvana
	Snohomish County Fire District 20
	Snohomish County Fire District 21 - Arlington
	Snohomish County Fire District 22 - Getchell
	Snohomish County Fire District 23 - Robe Valley
	Snohomish County Fire District 24 - Darrington
	Snohomish County Fire District 25 - Oso
	Snohomish County Fire District 26 - Gold Bar
	Snohomish County Fire District 27 - Gedney/Hat Island
	Snohomish County Fire District 28 - Index
	Snohomish County Airport Fire Department
	Island County Fire District 1 - Camano Island

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

9610040027

WITNESSETH:

WHEREAS, the parties hereto have determined that in order to provide the maximum possible protection for the lives and property of the citizens within their 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 fires, conflagrations, medical emergencies, hazardous materials emergencies, or other major emergencies and disasters; and

WHEREAS, the parties hereto have further determined that the 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 benefits 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 a responding unit at the scene of an emergency, is authorized to request assistance from another party 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 immediately 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, 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 immediately 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 into 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 by which the response is requested 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 to the senior officer of any department/agency rendering assistance 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 commanding officer in charge of the operations 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 are available.
7. Equipment Salvage. All parties involved in a mutual assistance operation shall exercise due diligence in salvaging lost or damaged equipment, and ensure that it is returned to its rightful owner.
8. Liability. Each party agrees to be responsible and assume 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 parties 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 of the other parties in proportion to the percentage of negligence attributable to each of the other parties.
9. Insurance. Each party agrees to be adequately self insured or maintain adequate insurance coverage for its own equipment and personnel.
10. Compensation. Except as provided in Section 6, each party agrees that it will not seek compensation for services rendered under this agreement from the other party; provided, however, this agreement does not apply to, nor is it intended to supersede existing agreements or to preclude future agreements or contracts for services, including but not

limited to; specialized response units such as hazardous materials, paramedics and specialty rescue teams. The party requesting assistance shall attempt to obtain financial assistance from Federal and State agencies where such assistance is available to reimburse the assisting parties 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 is requested.

11. Pre-Emergency Planning. The participating 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 such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
12. Pre-Emergency Training. The participating parties may, from time to time, conduct pre-emergency training of the personnel of all or some of the parties. The training shall be designed to provide familiarization of the personnel with the equipment and techniques of the other party and to train the personnel in the methods and procedures to be used when responding to the other participating jurisdictions.
13. Term. This agreement shall be in effect until it is replaced or discontinued following the provisions of Section 14, and commences on May 15, 1996.
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 all the other participating 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.
15. Multiple Agreements. This Agreement may be executed with multiple original copies or through an assignment of agent to the jurisdictions local emergency management director. The Emergency Services Coordinating Agency shall act as Administrator of the Agreement for the purpose of maintaining the document and insuring its availability to all parties. The Administrator shall provide notice to all parties in the event of the addition or the withdrawal of a party.