

PIERCE COUNTY

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is entered into this _____ day of _____, 20____, by and between all parties who have executed this agreement as signatory parties thereto, including but not limited to all Pierce County Fire Districts, City and Town fire departments, and military fire departments.

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

RECITALS

- 1) 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.
- 2) 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.

- 3) 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.
- 4) The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to another.
- 5) This Mutual Aid Agreement is not limited to jurisdictions located within Pierce County; jurisdictions near or adjacent to Pierce County, located in the region and able to respond or benefit from the agreement, are also eligible.
- 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.

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) 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.
- 2) 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.

- 3) 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.
- 4) 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.

- 5) 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.

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

9) 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.

10) 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.

11) 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.

12) 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 a public agency's web site, such as www.piercefire.org. It may also be filed with each Fire District Secretary.

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

SIGNATURE PAGES AS NEEDED SHALL CONSTITUTE PAGE EIGHT

PIERCE COUNTY
MUTUAL AID AGREEMENT

IN WITNESS THEREOF, the parties, acting in their official capacities, have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

City of Tacoma

**Pierce County Signatories on
Separate Pages Not Provided**

T.C. Broadnax, City Manager

James P. Duggan, Fire Chief

Andrew Cherullo, Finance Director

Approved as to Form:

Debra Casparian, Deputy City Attorney

Doris Sorum, City Clerk