

CITY OF MONTESANO FIRE DEPARTMENT
AND
GRAYS HARBOR COUNTY FIRE DISTRICT #2

AGREEMENT FOR AUTOMATIC MUTUAL AID
IN
FIRE PROTECTION

THIS AGREEMENT is entered into between the undersigned parties for the purpose of securing to each the benefits of automatic mutual aid in fire emergencies.

RECITALS

WHEREAS, the Parties recognize that there is a need for specialized emergency services; and

WHEREAS, as required by RCW 39.34.080, each Party is authorized to perform the services contemplated herein; and

WHEREAS, the Parties recognize that the Department of Labor and Industries has established standards for training and equipment used for emergency response; that these standards set by the Department of Labor and Industries have increased the need for resources to perform emergency response; and

WHEREAS, it is not feasible for each of the Parties to establish, maintain and operate specialized teams within the geographical area served; and

WHEREAS, the geographical boundaries of each Party are located in such a manner as to enable each Party to provide assistance to the other Party; and

WHEREAS, it is necessary for each Fire Chief of each Party to determine what specialized areas each Party may participate in as a fire department; and

WHEREAS, each of the Parties, has the necessary equipment and personnel to enable it to provide service to the other Party in the event of an emergency; and

WHEREAS, the Parties do provide backup or standby service to each other as needed; and

WHEREAS, it is the purpose of the Agreement to establish an automatic alarm response between the Parties to the Agreement; and

WHEREAS, the Parties, to carry out the purpose and functions described above and in consideration of the benefits to be received by each of the Parties, agree to do the following:

NOW, THEREFORE, in consideration of the terms, conditions, covenant and performances contained herein, the parties hereto agree as follows:

TERMS

Section 1. Purpose. The Parties have entered into this Agreement for the purpose of providing specified automatic services to each other as the need arises, and as each Party has resources available to aid the other. Subject to the provisions relating to discretionary response set forth in the County-wide inter-local, the parties shall respond to fire suppression and rescue response incidents in accordance with the procedures set forth in the cooperative operational response plan (the Plan), as initially set forth in Section 5 or as hereafter supplemented. The Plan shall include procedures for incidents that involve resource unavailability.

Section 2. Administration of Agreement.

A. The Fire Chiefs of the Parties or their designees shall develop a proposed Plan, which shall specify the geographic areas, response directives, incident command protocols, and such other components for response to incidents that involve fire suppression or rescue response services. Upon approval of the Plan by the governing bodies of the respective entities, it shall be appended to this agreement.

B. The Fire Chiefs and or their designees shall be charged with the responsibility for reviewing the Plan periodically. If new developments or changing service requirements will or do significantly impact either party, the Fire Chiefs or their designee shall prepare a formal impact report, which shall contain recommendations for modification of the cooperative response plan to mitigate the impact, and provide it to the respective governing bodies for review. The entities then may seek further options for mitigation, modify the cooperative response plan, or take any other action that is reasonably necessary.

C. At anytime, the Fire Chiefs or their designees may recommend modifications of the Plan which, upon approval, shall be appended to and become part of this agreement.

D. In making operational decisions required by this Agreement or implementing the terms of this Agreement, the Fire Chief of each party shall be the decision-maker for the party.

Section 3. Special Service. The Fire Chief of each Party shall review from time to time, the nature and level of specialized services that his or her jurisdiction may provide under the terms of the Agreement, including the participation with other Parties in establishing joint services. Addition of other parties

or any modification of the level or nature of services to be provided under this Agreement and the Plan implemented thereby shall require the prior approval of the governing bodies of the respective entities.

- Section 4. Emergency Response Services. The emergency response services shall be on an automatic dispatch basis. Each Party reserves the right to control its own resources. The Grays Harbor County 911 Center shall be notified that the Parties are authorizing and directing that it automatically dispatch emergency response resources according to the following provisions of this agreement.
- Section 5. Automatic Response Procedure. On receipt of an alarm for a confirmed Structure Fire within the designated Automatic Response Area the dispatched "Unit(s)" of the Party supplying the response shall immediately respond with Available equipment and/or personnel. This area shall consist of the Corporate City limits for a District #2 response and Montesano Rural West (that area from the City limits to Clemons Hill Fire block #s 1563, 1565, 1567, & 1701) and Montesano Rural East (fire block # 1548), and that area between the city limits and Glenn Rd. South of the freeway (fire block #1573) , the South bank of the Chehalis River along Hwy 107 to include Preachers Slough Rd. (fire block #s 1564 and 1566) for an immediate Montesano response with a minimum crew of 2. All other Fire Blocks within District 2 shall receive a Montesano response as soon as a minimum 3 person crew becomes available. Additional personnel may respond in their personally owned vehicle (P.O.V.) to the scene, if requested. The rendering of assistance under the terms of Sections 3, 4, and 5 shall not be mandatory.
- Section 6. Command Responsibility at Emergency Scenes. The first arriving Chief Officer to the scene of an Emergency incident may take Command of the operations. Command, however, shall be relinquished to an officer of the agency having jurisdiction upon the officer's request. All of the individuals in Command positions, of any incident related to this agreement, shall be governed by the "Incident Command safety considerations, as established by WAC 296-305.
- Section 7. Action. When any party to this Agreement provides assistance to the requesting party, the assisting party acts under the direction of the requesting party's authorized commander or his/her representative. Neither this Section nor Section 6 above shall require compliance with the direction of the on-scene commanding officer if, in the opinion of the commanding officer of the responding party, such compliance would create an unreasonable risk to the health or safety of the responding party's personnel.

- Section 8. 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 of the operations when conditions may warrant or when the responding organization is needed within the area for which it normally provides fire or emergency medical protection.
- Section 9. Liability. Each party to this agreement agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold every other party to this agreement and said party's officers, agents, and employees harmless from such liability and to waive any liability legal claims the parties to this agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this agreement. However, in any lawsuit brought against any other parties to this agreement or as against their officers, agents, or employees by persons or entities not signatory to this agreement, then none of them shall be limited in their legal rights to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Washington to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.
- Section 10. Lending/Found Equipment - Upon completion of work on the incident, such assistance and help as is necessary will be rendered by participating agencies to locate and return any items of equipment to the agency owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the lending party upon being released by the requesting party, or upon request being made by the lending party for return of said equipment and personnel.
- Section 11. Compensation. Except as set forth in section A and B of this section, each party agrees that it will not seek compensation for services rendered under this Agreement from the other party. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation/BVFF upon said employees, and each shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used in fighting fires within the area of primary responsibility of the employing party.

A. It is recognized that certain items of equipment possessed by certain of the agencies signing this agreement, as well as certain emergency services, are possessed by only certain agencies. In recognition of those special services or skills or the possession of that specialized equipment, in the event of a request for any of the delineated items, it is agreed that the agency requesting equipment, skill, or service, shall reimburse the

providing agency at the rate set forth in the then current Washington State Association of Fire Chiefs' recommended rate schedule for equipment, mileage, personnel, or actual Agency cost, whichever is greater, and other elements.

B. Requesting reimbursement is not a requirement of this agreement. A providing agency may or may not submit a request for reimbursement depending on agency ordinances, resolutions, or operating procedures.

The agency submitting the request for reimbursement shall submit the same in writing setting forth in reasonable detail the necessary information to allow review of the request by the recipient agency. The recipient shall reimburse the providing agency for the costs reflected upon the request. In the event that the recipient does not agree with the request for reimbursement, it shall notify the providing agency in writing of its specific objections. In such event, the two parties shall first attempt to resolve the matter.

C. Any limitations upon reimbursement or a decision to not seek reimbursement shall not preclude efforts by the parties to obtain reimbursement or compensation in accordance with any applicable law, rule, or regulation from the State, including the Department of Natural Resources, or the Federal Government.

- Section 12. Insurance. Each party agrees to maintain coverage for its own equipment and personnel, whether through insurance or membership in an appropriate pool providing such equivalent coverage.
- Section 13. Shared Purchasing. Each party hereto may, while preparing requests for price quotations or calling for sealed bids in accordance with law, include stipulations requiring the eventual supplier or successful bidder to supply additional quantities of like material or goods or furnish additional like services to any other parties to this Agreement as allowed by RCW 39.34.
- Section 14. Document Control - Execution. The parties agree that there shall be duplicate copies of this Agreement produced and distributed for signature by the necessary officials to bind each party. Upon execution, the executed duplicates hereof shall be filed with the parties to this Agreement. In recognition of its status as an inter-local agreement under the provisions of RCW 39.34, it shall be filed with the appropriate official of the County with the cost of such filing shared by the parties.
- Section 15. Equipment Salvage. All Parties to this Agreement shall exercise due diligence in salvaging damaged equipment and insuring that it is returned to its rightful owner.
- Section 16. Modification. This Agreement may only be modified by mutual agreement of both Parties, executed in the same manner as this Agreement.

- Section 17. Termination. This Agreement shall remain in full force and effect unless and until terminated as follows:
- A. Written notice shall be served by any party hereto upon any other party or parties of its intention to terminate the agreement as to the party or parties so notified. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein, and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing.
- B. Termination of the agreement between parties affected by such notification shall not affect the continuation of the Agreement as to any party hereto not indicating an intention to withdraw as provided herein.
- C. Termination of the relationship affected by this Agreement shall not preclude future agreements for mutual aid between parties terminated hereunder.
- Section 18. Agreement Not Exclusive. This Agreement is not intended to be exclusive as between the parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual assistance 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 such separate agreement shall not terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this Agreement.
- Section 19. Effective Date. This agreement is in lieu of all previous mutual assistance agreements among and between the parties hereto. This agreement shall become effective among and between both parties adopting this agreement on the day of adoption by each of those parties, as evidenced by the signatures and dates affixed hereto. All prior agreements between and among the parties adopting this agreement shall terminate on the day of adoption of this agreement.
- Section 20. Parties Benefitted. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third party or person.

SIGNATURES



NICK DUNJIC, Chairman, Board of
Commissioners
Grays Harbor County Fire District No. 2

10/12/2009

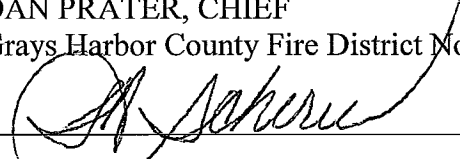
Date



DAN PRATER, CHIEF
Grays Harbor County Fire District No. 2

10-8-09

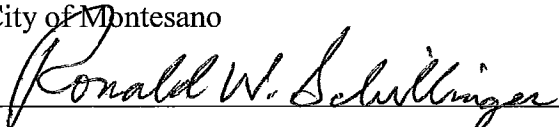
Date



TERI SCHERER, Secretary, Board of
Commissioners
Grays Harbor County Fire District No. 2

10-08-09

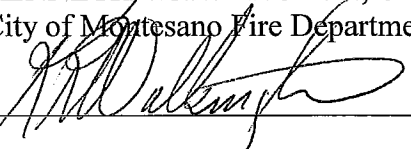
Date



RONALD SCHILLINGER, MAYOR
City of Montesano

Date


10-19-2009



KENNETH WALKINGTON, CHIEF
City of Montesano Fire Department

Date

10/19/09

KRISTY POWELL, CLERK-CONTROLLER
City of Montesano


Date

10-19-09