

MUTUAL AID ASSISTANCE AGREEMENT
For Fire Districts and Fire Departments
Located within Grays Harbor County, Washington

THIS MUTUAL AID ASSISTANCE AGREEMENT is effective, as to each party, as of the date of the completion of the requirements of Article I(C), by and between the municipal corporations, including Cities, the County of Grays Harbor, and Fire Districts, which have or may develop an interest in the control of fire, code enforcement, emergency medical services, and/or other emergency support and enter into this Agreement.

RECITALS

1. The intent and purpose of this Agreement is to exercise the authority of each of the entities signing this Agreement to create and implement an Interlocal Governmental Agreement pursuant to the provisions of Chapter 39.34 RCW and RCW 52.08.
2. The general purpose of this Agreement is to allow the parties hereto to cooperate in the provision and exchange of emergency services to the maximum extent authorized by law, i.e., in the event of a major fire, natural disaster, or to coordinate requests for assistance and to provide an efficient and reliable procedure for determining when supplemental services are available.
3. Unless specifically represented by subsequent addendum or agreement, there shall be no joint or cooperative acquiring, holding, and disposing of real or personal property as allowed in RCW 39.34.030 subdivision (4)(b).
4. Each of the parties possesses and maintains emergency response equipment and has personnel who are trained to provide various levels of service in the control of fire, code enforcement, emergency medical services, hazardous materials control, and/or other emergency support.
5. In the event of a fire, disaster, or other emergency, each of the parties may need the assistance of another party to this Agreement, to provide supplemental fire suppression, emergency medical service equipment and personnel, and/or other emergency support.
6. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this Agreement in the event of such an emergency.
7. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to another.

Pursuant to the applicable provisions of law, including RCW Chapter 39.34 and subject to the terms of this Agreement, the parties executing this document agree as follows:

ARTICLE I

FOUNDATIONAL PREMISES

- A. Participation in the Mutual Aid Agreement is purely voluntary and membership in and response to requests for assistance are at the sole discretion of the Responding Agency. The Responding Agency shall have the primary interest of protecting its own constituency. No Party Agency shall be liable to another Party Agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under the Mutual Aid Agreement, except to make payment as specified in this Mutual Aid Agreement.
- B. Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Mutual Aid Agreement shall not create any duty to respond on the part of any Party Agency. A Party Agency shall not be held liable for failing to provide Emergency Assistance. A Party Agency has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. The Party Agencies recognize that time is critical during an emergency and diligent effort will be made to respond to a request for resources as rapidly as possible, including notification(s) that requested resources are not available.
- C. It is anticipated that there shall be initial signatories to this Agreement and that there may thereafter be additional entities joining.
 - 1. As to the initial participating entities, the Agreement shall be deemed to be in effect upon the Agreement having been approved by the governing body of each initial entity, executed by the authorized party for that entity, and copies having been filed as required by RCW 39.34.
 - 2. After the initial filing of this Agreement as required by law, no entity shall be deemed a participant in this Agreement until the Agreement has been approved by the governing body of the entity, executed by the authorized representative of that entity, participation has been consented to by the governing body of each existing member, that consent being represented by appropriate execution by the authorized representative, and copies having been filed as required by RCW 39.35.

ARTICLE II

OPERATIONAL PROVISIONS

A. Request for Assistance

The Commanding Officer or Incident Commander of the governmental agency 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 governmental agency and which may be available from the Agency to which the request is directed.

Requests for Emergency Assistance shall be directed to the designated contact person(s) on the contact list provided by the Party Agencies. The extent to which the Responding Agency provides any Emergency Assistance shall be at the Requested Agency's sole discretion. In the event the emergency impacts a large geographical area that activates either federal or state emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such federal and state laws. Each signatory agency may develop and maintain a current plan for mobilization of its personnel and other resources which, in its sole discretion and opinion, is adequate to effectively respond to a request to provide mutual aid to the other signatory agencies.

B. Response to Request

Upon receipt of such request, the Commanding Officer of the Emergency Service of the Party receiving the request shall with reasonable promptness take the following action:

1. Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of equipment and number of personnel available.
2. Taking into consideration the primary duty of protecting the Responding Party's constituency, determine what equipment and personnel are available to be dispatched in accordance with the plans and procedures established by the parties.
3. Upon making the determination of available resources, with reasonable promptness, advise the Requesting Party of the determination reached as to available resources and dispatch the available resources to the scene.
4. In the event that the determination is that there is no ability to respond to the request, advise the Requesting Party of that determination with reasonable promptness.

C. Command Responsibility at Emergency Scene

The Incident Commander at the scene of the party to which the response is made 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. If the Incident Commander specifically requests a senior officer of the responding party to assume command, neither the Incident Commander nor his or her agency shall, by relinquishing command, be relieved of responsibility for operation.

D. 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.

E. 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.

F. Compensation

1. 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 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.

2. 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.

G. 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.

H. 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.

I. 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.

J. Termination

This Agreement shall remain in full force and effect unless and until terminated as follows:

1. 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.
2. 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.
3. Termination of the relationship affected by this Agreement shall not preclude future Agreements for mutual aid between parties terminated hereunder.

K. 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 J of this Agreement.

L. Dispute Resolution

1. Written notification setting forth the specific nature of the dispute arising from the parties' participation in this Agreement shall be given by one of the parties to the other party or parties involved in the disputed matter.
2. Upon the giving of the notice referenced above, the parties agree that they shall attempt to resolve the dispute by informal discussions. Each party commits to participate in these efforts in a timely manner, and in good faith.
3. In the event that such efforts are not successful, the parties may submit the dispute to non-binding mediation. To the extent that the acquisition of a mediator results in the necessity of compensation for the mediator, the costs shall be shared equally between or among the parties.

M. Venue

In the event of any litigation arising out of the performance of this Agreement, it is agreed that the Courts of the County of Grays Harbor, State of Washington, shall be courts of proper venue. Further, in addition to any other relief, which may be granted to the substantially prevailing party, the Court may award the substantially prevailing party reasonable attorneys' fees and costs.

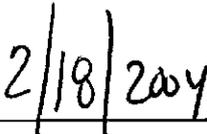
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IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof.

CITY OF WESTPORT



Michael Bruce, Mayor



Date

ATTEST



Margo Tackett, Clerk

APPROVED AS TO FORM

Wayne Hagen, Jr., City Attorney