MUTUAL FIREFIGHTING ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of FEBRUARY 1981, by and between the CITY OF MUKILTEO, Mukilteo, Wash., a municipal corporation, and the CITY OF EVERETT, WASHINGTON, a municipal corporation.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires within its own jurisdiction and areas, and

WHEREAS, the parties hereto desire to augment the fire protection available in their various municipalities in the event of large fire or conflagrations, and

WHEREAS, a mutual assistance in a fire emergency is deemed feasible, and

WHEREAS, it is the policy of the above municipalities and of their governing bodies to enter such agreements wherever practicable, and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by the commanding officer of a fire department belonging to a party to this agreement, or by the commanding officer of any such fire department actually present at any fire, to request fire fighting assistance under the terms of this agreement, he is authorized to do so, and the commanding officer of the department receiving and request, or his authorized subordinates, shall forthwith take the following action:

a. Immediately determine if apparatus and personnel can be spared in in response to the call.

b. What apparatus and personnel might most effectively be dispatched.

c. The exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the fire department concerned.

d. Forthwith dispatch such apparatus and personnel as, in the judgment of the responsible officer receiving the call, should be sent, with complete instructions as to mission, in accordance with the terms of this agreement.

2. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting agency if, for any reason, assistance cannot be rendered.

3. a. Each party to this agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

b. All services performed under this agreement shall be rendered without reimbursement of either party or parties.

4. a. The commanding officer of the fire department requesting assistance shall assume full charge of the operations, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation; provided, that the apparatus, personnel and equipment of the agency rendering assistance shall be under immediate supervision of and shall be the immediate responsibility of the senior responding fire officer or the commanding officer of the department rendering assistance.

b. If the Chief of the responding fire department should determine that the responding apparatus and personnel are required within the area for which it normally provides fire protection, the responding apparatus and personnel may be recalled. The senior responding fire officer shall notify the commanding officer of the fire department requesting assistance of such recall and cooperate to the maximum extent possible in replacement of apparatus and personnel.

5. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and as feasible, to jointly conduct pre-fire planning inspections and drills.

6. The commanding officers of the fire departments of the parties to this agreement are authorized to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

7. This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

By Bill Scheller
Fire Chief, City of Mukilteo

ATTEST:

BY Michele Schutz
City Clerk

BY John B. Sweet
Mayor, City of Mukilteo

ATTEST:

BY J. Schwab
City Clerk - DEPUTY

BY Tom E. Moore
Mayor, City of Everett

Approved as to form

City Attorney