

## MUTUAL AID AND AUTOMATIC RESPONSE AGREEMENT

This Agreement is made and entered into between the Snohomish County Fire Protection District #1, Washington (hereafter referred to as "District #1"), a Washington municipal corporation, and the City of Mukilteo (hereafter referred to as "Mukilteo"), a Washington municipal corporation.

**WHEREAS**, each of the parties maintains equipment and personnel for suppression of fires, emergency medical aid and other emergencies within its own jurisdiction; and

**WHEREAS**, the parties desire to augment the fire and emergency medical service available in their respective jurisdictions in the event of large fires, disasters, multiple simultaneous emergencies and other emergencies; and

**WHEREAS**, the lands serviced by the parties are adjacent so that mutual assistance in a fire or other emergency is feasible, and more efficient fire protection would be provided to each party; and

**WHEREAS**, the parties desire to enter into an interlocal agreement pursuant to chapter 39.34 RCW (the Interlocal Cooperation Act,) that clearly defines their responsibilities when rendering assistance to the other; and

**WHEREAS**, as required by RCW 39.34.080, each party is authorized to perform all of the services contemplated herein;

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

Section 1. Purpose. The parties have entered into this Agreement for the purpose of providing fire protection and emergency medical services to each other as the need arises, and as each party has resources available to aid the other.

Section 2. Mukilteo Automatic Response. Within the service areas of District #1, as covered by run cards approved by the Fire Chiefs, Mukilteo shall respond on a first response, automatic basis to all fire calls.

Section 3. District #1 Automatic Response. Within the service areas of Mukilteo, as covered by run cards approved by the Fire Chiefs affected, District #1 shall respond on a first response, automatic basis to all fire calls.

Section 4. Mutual Aid. With respect to emergencies not covered in paragraphs 1 and 2 above, the commanding officers of the respective fire departments or their authorized subordinates may request assistance at any fire, disaster, EMS or other emergency. Such requests must be submitted from the party's authorized official as described in this Agreement.

The commanding officer or an authorized subordinate of the party receiving the request shall take the following action:

- A. Immediately determine if apparatus and personnel can be sent in response to the call for assistance. If no apparatus or personnel are available, there shall be no obligation to respond.
- B. Determine what apparatus and personnel might most effectively be dispatched and dispatch such apparatus and personnel as requested.

Section 5. Command Responsibilities. Upon arrival at the scene, the commanding officer of the fire department within which the fire or other emergency occurs, shall assume overall charge of apparatus, personnel and equipment of the agency rendering assistance until said officer releases the same from the scene. The fire officer in charge at the scene shall release the responding party's equipment and personnel at the earliest time that it can be safely done.

Section 6. Party Not Required to Provide Assistance. The rendering of assistance under the terms of paragraphs 2, 3 and 4 shall not be mandatory, but the party receiving the call or request for response shall immediately inform the requesting party when and if for any reason assistance cannot be rendered.

Section 7. Action. When any party to this Agreement decides to assist the requesting party, the assisting party acts under the direction of the requesting party's authorized commander or his/her representative.

Section 8. Insurance. For the duration of this Agreement, each party shall maintain its own public liability and property damage insurance, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. It is expressly understood that no party shall be responsible to provide the other party's employees with coverage required under Chapter 41.26 RCW, as the same now exists or may be hereafter amended.

Section 9. Indemnification and Hold Harmless. Each party agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses and judgments arising out of the negligent acts or omissions of the other party's officers, officials, employees and volunteers in connection with the performance of this Agreement. Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by a firefighter acting within the course and scope of the firefighter's duties is the responsibility of his or her employer, unless the firefighter acts under the direction and control of the other party to this Agreement.

Section 10. No Compensation for Assistance. The party rendering assistance pursuant to this Agreement shall not be reimbursed by the requesting party for its assistance. The requesting party shall not be obligated to pay the assisting party for any damage to, loss of, or any expense(s) incurred in the operation of any equipment used in responding for aid, and for

the costs incurred in connection with such requests, as long as the requesting party's negligence was not the cause of such damage, loss or expense.

Section 11. Privileges and Immunities. All privileges and immunities from liability, exemptions from ordinances, rules, laws, all pension, disability, relief, workmen's compensation and other benefits which apply to the activity of officers, officials, agents or employees of any party to this agreement when performing their respective functions within the territorial limits of their respective agency's jurisdiction, shall apply to them to the same degree and extent while such persons are engaged in the performance of any of their authorized functions and duties extra-territorially under the provisions of this Agreement.

Section 12. Designation of Authorized Officials. Upon execution of this Agreement and on January 1st of every year thereafter, the parties shall provide to the other the names of employees in the party's fire department designated as officially authorized to request and/or provide services under this Agreement.

Section 13. Familiarization. The chief fire officers and personnel of the fire departments party to this agreement shall on a reciprocal basis visit each other's departments for familiarization consistent with local security requirements and, as feasible, shall jointly conduct pre-fire planning and drills.

Section 14. Operational Procedures. The commanding officers of the fire departments to this agreement are authorized to draft 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 respective departments.

Section 15. Duration and Termination. This Agreement shall be effective after occurrence of the events listed in Section 22, and shall endure indefinitely. A party to this Agreement may terminate its participation in this Agreement by providing 30 days advance written notice to the other party.

Section 16. Assignment. None of the parties to this Agreement may assign any of their duties, rights or responsibilities under this Agreement without the express written consent of the other party.

Section 17. Governing Law, Jurisdiction of Disputes. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Snohomish County Superior Court, Snohomish County, Washington. The prevailing party in any legal action shall be entitled to its costs, expenses and attorney's fees, and any such fees and expenses incurred on appeal.

Section 18. Notices. Any notice or other communication hereunder shall be given to the parties at the addresses stated herein, and shall be in writing.

Section 19. Severability. Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.

Section 20. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

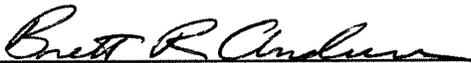
Section 21. Entire Agreement. This Agreement, including its Exhibits and all documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, between the parties on the subject.

Section 22. Effective Date. This Agreement shall become effective following occurrence of the following:

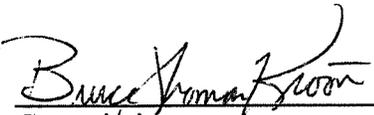
- A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;
- B. Execution of the Agreement by the duly authorized representative of each of the parties hereto;
- C. The filing of a copy of this Agreement with the following public officials;
  - 1) The Mukilteo City Clerk;
  - 2) The Snohomish County Auditor; and
  - 3) The Secretary of State.

DATED this 5TH day of DECEMBER, 1994.

**SNOHOMISH COUNTY FIRE DISTRICT #1**

  
Commissioner

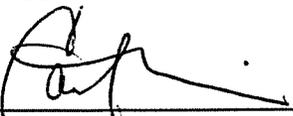
  
Commissioner

  
Commissioner

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Commissioner

  
Commissioner

**Approved as to form:**

  
Fire District Attorney

**CITY OF MUKILTEO**

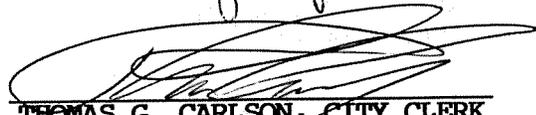
By



**BRIAN J. SULLIVAN**

ATTEST:

*Mayor of Mukilteo*



**THOMAS G. CARLSON, CITY CLERK**

**Approved as to form:**

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Mukilteo City Attorney