

GRAYS HARBOR & PACIFIC COUNTY  
MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT is effective this 25<sup>th</sup> day of September, 19 86, by and between the signed cities 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.

In addition to the stated purpose above, there is also hereby created by and between the signatory parties thereto an Inter Local Governmental Agreement pursuant to the provisions of Chapter 39.34 R.C.W. The purpose of this section is to allow the parties hereto to share in the purchasing power of each other provided such purchasing is otherwise authorized by law. There is not hereby created any separate legal or administrative entity as might be provided by referenced Chapter 39.34 R.C.W. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property as allowed in R.C.W. 39.34.030 subdivision (4), (b).

This agreement is entered into under the authority of R.C.W. 52.08.030 (3) and R.C.W. 39.34.

1. Each of the parties owns and maintains equipment and retains 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.

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, emergency medical service equipment and personnel, and/or other emergency support.

3. 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.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to another.

The parties hereto, 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 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.
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. 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.
  - B. Determine what available equipment and personnel should be dispatched in accordance with the plans and procedures established by the parties.
  - C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. 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, he shall not, by relinquishing command be relieved of responsibility for the operation.
4. LIABILITY. The parties agree that the department assuming command control at the scene shall assume liability for 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 hold the other parties hereto harmless therefrom as to actions relating to performance under this agreement.

5. Upon completion of work on the disaster, such assistance and help as is necessary will be rendered by the participating fire departments to locate and return any items of equipment to the department 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 demand being made by the lending party for return of said equipment and personnel.
6. COMPENSATION. 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 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.
7. INSURANCE. Each party agrees to maintain insurance coverage for its own equipment and personnel.
8. 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 R.C.W. 39.34.

9. 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.

10. 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 effected by this agreement shall not preclude future agreements for mutual aid between parties terminated hereunder.

11. 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

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BY \_\_\_\_\_  
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BY \_\_\_\_\_  
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BY \_\_\_\_\_  
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*McCleary Fire Dept.*  
DEPARTMENT

BY *City of McCleary*  
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BY *Port Blount Fire Chief*  
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BY \_\_\_\_\_  
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BY \_\_\_\_\_  
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BY *City of McCleary*  
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BY *Mayor*  
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