2005
COPY

AN INTERLOCAL AGREEMENT FOR

FIREFIGHTING, MEDICAL AID AND HAZARDOUS MATERIALS

MUTUAL AID SERVICES

THIS AGREEMENT, first adopted on July 1, 1986, is herein revised and entered into this day and between the following Fire Service agencies, hereinafter referred to as the Parties;

COUNTY OF WHATCOM, STATE OF WASHINGTON:

Fire District 1,	Everson, Nooksack
Fire District 2,	Geneva & Sudden Valley
Fire District 3,	Laurel, Delta & Northwood
Fire District 4,	Agate Bay, East Bakerview, & Britton Loop
Fire District 5,	Point Roberts
Fire District 6,	Chuckanut Drive
Fire District 7,	Ferndale, Whitehorn & North Bellingham
Fire District 8,	Marietta
Fire District 9,	Lake Samish
Fire District 10,	Yew Street
Fire District 11,	Lummi Island
Fire District 13,	Blaine, Birch Bay, Custer & Haynie
Fire District 14,	Sumas, Kendall & Welcome
Fire District 16,	Acme
Fire District 17,	Sandy Point
Fire District 18,	South Lake Whatcom
Fire District 19,	Glacier;

and;

City of Bellingham Fire Department
City of Lynden Fire Department;

All of which are organized in conformance with the laws of the State of Washington.

This agreement shall not invalidate, replace or circumvent any agreement or contract for service(s) in existence between the parties. Nor shall this agreement prohibit the parties from negotiating and/or entering into alternate agreements or contracts for service(s) in the future. Moreover, this agreement shall not be construed to affect or amend that agreement between the parties and Whatcom County, for automatic response to medical aid incidents in support of the Medic program provided by Bellingham Fire Department, in exchange for dispatch services.

WHEREAS, the parties hereto find it prudent to share the fire service resources under their control, to enhance and improve the scope of protection to lives and property within the boundaries of Whatcom County, and;

WHEREAS, it is recognized that certain events such as large fires, conflagration, mass casualty, natural disaster and the release of hazardous materials, etc., may require apparatus, equipment, personnel and/or technical expertise that are beyond the available resource levels of any single jurisdiction, and;

WHEREAS, it is recognized that complex and/or prolonged emergency events inside a given jurisdiction may impede that jurisdiction from fielding an adequate response to additional emergency events inside its boundaries, without a plan for mutual aid, and;

WHEREAS, the parties hereto find the benefits of enhanced fire service protection to their respective jurisdictions, as provided herein, to be sufficient consideration for any expense incurred in the performance of mutual aid, outside their jurisdiction, and;

WHEREAS, RCW 39.34 permits public agencies to contract with one another for purposes of their mutual benefit.

NOW THEREFORE, those terms and conditions prescribed below shall represent the Whatcom County plan for mutual aid fire service protection and; shall constitute agreement to this plan, between the parties hereinafter signed, as follows:

1. Request for Mutual Aid Assistance: A Chief Officer of a Party or a member in charge of a fire or medical service unit at the scene of an emergency, of a Party, is authorized to request mutual aid assistance from other Parties, when confronted with an emergency circumstance requiring resources in excess of those available to the

jurisdiction, of the requesting Party. The requesting Officer shall specify the type and number of equipment and/or personnel he/she requires.

2. Response to Mutual Aid Requests: The Party receiving a request for mutual aid shall immediately institute one or more of the following actions, as appropriate:

   2.1 Assess availability of agency resources to respond as requested.

   2.2 Advise the requesting officer if resources are/are not available to respond, as soon as information is known.

   2.2 When resources are available, dispatch resource(s) to the incident.

3. Command Responsibility at Emergency Incidents: The Chief or Officer of a Party requesting mutual aid shall be in command of emergency incident operations.

   3.1 The Officer In Charge of responding mutual aid resources shall maintain supervision and control over those resources.

   3.2 Incident command responsibility may be delegated to a responding Officer In Charge of any party rendering mutual aid assistance, under the terms of this agreement.

4. Termination of Mutual Aid Assistance: The Incident Commander shall release mutual aid resources at the earliest opportunity.

5. Consumable Supplies: The Party requesting mutual aid services shall provide fuel, motor oils, personal welfare items for fire personnel and/or other consumable items to responding mutual aid companies, to the extent supplies are available.

6. Equipment Salvage: All personnel engaged in mutual aid assistance operations shall exercise diligence in salvaging lost or damaged fire service equipment and, shall make every effort to return said equipment to the Party of ownership.

7. Liability:

7.1 Liability for Losses by Other Parties: None of the parties to this agreement shall be liable one to another, for damages resulting from loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. To the extent possible, the agency requesting assistance shall use all reasonable efforts to obtain indemnity and other financial assistance from federal or state agencies having such authority and resources, to make good any losses or liability for damages incurred by any assisting authority.

7.2 Nothing in this provision shall prohibit any of the Parties from seeking damages from any third party who may be liable for causing the emergent conditions for which mutual aid was requested or whose actions may otherwise have caused damage to equipment or personnel.

7.3 Indemnification for Third Party Claims: Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in anyway out of the performance of this contract by its personnel only and to save and hold the other party and its personnel and Officials harmless from all costs, expensed, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

8. Insurance: Each of the Parties agree to acquire and maintain comprehensive general liability insurance coverage for the actions of the party and its personnel in an amount not less than $2,000,000.00.

9. Compensation: None of the Parties shall seek compensation one from another, for services rendered in execution of this agreement.

9.1 When a Party incurs expense, damage or loss while providing services to any State or Federal agency or non tax paying premises or firm, in the execution of this agreement, the requesting Party shall assist in recovering costs from the State or Federal agency or non tax paying premises or firm.

10. Mutual Aid Pre-Planning: The Chief or designated Officer(s) of the Parties, may from time to time confer and establish mutual aid pre-plans. Said plans may indicate

the type and location of potential areas where mutual aid assistance may be needed and the type of equipment and number of personnel to be dispatched under various circumstances. Said plans will give due consideration to a jurisdiction's ability to provide adequate protection within its boundaries, while providing mutual aid services.

11. Term: This agreement shall be in effect for a term of five years commencing January 1, 2004 and ending December 31, 2009 ("Initial Term"). This agreement shall automatically renew for continuing successive five year terms (each being a "Renewal Term") unless one of the parties provides written notice of its intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term; provided however that this agreement may be modified at any time as set forth below and provided further that any single City or District may terminate its participation in this agreement as set forth below.

12. Modification and Termination:

12.1 Modification: This agreement may only be modified by mutual agreement of all Cities and Districts hereinafter signed and executed in the same manner as this agreement.

12.2 Termination: This agreement may be terminated as to any single City or District when said City or District provides notice to all other Cities and Districts in writing at least sixty (60) days prior to its intended withdrawal from this agreement.

13. Execution in Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed and original, but all of which shall constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. The agreement shall be deemed fully executed when each party has affixed its signature(s) to a counterpart and delivered said counterpart to the President of the Whatcom County Fire Chief Association, for compilation.

DATED this 14 day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 1

By _____
Chairman

_____
Secretary

DATED this 3rd day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 2

Chairman

Secretary

ORIGINAL

DATED this 15th day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 3

Chairman

Secretary

FIREFIGHTING, MEDICAL AID AND HAZARDOUS MATERIALS

MUTUAL AID SERVICES

Approved this 5th day of April, 2004 for Whatcom County Fire Protection District 4.

Commissioner

Commissioner

Commissioner

Attested By

DATED this 11th day of MAY, 2005.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 5

Chairman

Secretary

DATED this 10th day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 6

Chairman

Secretary

DATED this 9th day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 7

Gerald D. Metzger
Chairman

Patty R. Smith
Secretary

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DATED this 10 day of June 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8

L. R. Butch Markhart
Chairman

Rhonda Young
Secretary

and; City of Bellingham

BE IT RESOLVED, by the Board of Fire Commissioners of Whatcom County Fire Protection District No. 9 that Whatcom County Fire Protection District No. 9 shall enter into the Interlocal Agreement for Assisted Training Services effective February 8, 2005

Adopted this 8th day of February, 2005, at the regular meeting of the Board of Fire Commissioners of Whatcom County Fire Protection District No. 9

Attest:
WHATCOM COUNTY FIRE PROECTION DISTRICT NO.9

By Winton Wefer
Winton Wefer, Chairman

By P W Curry
Patrick W. Curry, Commissioner

By C Swanson
Chuck Swanson, Commissioner

FIREFIGHTING, MEDICAL AID AND HAZARDOUS MATERIALS

MUTUAL AID SERVICES

Approved this 8th day of March, 2005 for Whatcom County Fire Protection District 10.

Commissioner

Commissioner

Commissioner

Attested By

DATED this 8TH day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 11

Craig A Smith
Chairman

Barbara Wallace
Secretary

DATED this 16th day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 13

Chairman

Secretary

DATED this 3RD day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 14

Robert L. Baisden
Chairman

Secretary

DATED this 10th day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 16

Tony Kraus
Chairman

Sandy Roberts
Secretary

DATED this 8 day of June, 2004.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 17

Chairman

Secretary

WHATCOM COUNTY FIRE SERVICES
MUTUAL AID
INTERLOCAL AGREEMENT

Approved this 10th day of March, 2005 for Whatcom County Fire District 18.

George Henderson
Fire Chief George Henderson

Executed this 10th day of March, 2005 for Whatcom County Fire District 18.

Allan D. MacKay Jr.
Chairperson MacKay

Donna K Cole
Commissioner Cole

Commissioner Ellis

George Henderson
Attested by:

DATED this 8th day of June, 2005.

WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 19

Chairman

Secretary