

MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
1100 Hunley Road, Silverdale, WA 98315
AND
EAST JEFFERSON FIRE RESCUE
PORT LUDLOW FIRE RESCUE
QUILCENE FIRE RESCUE
DISCOVERY BAY FIRE AND RESCUE
BRINNON FIRE DEPARTMENT
FOR THE PROVISION OF
FIRE PROTECTION AND EMERGENCY SERVICES

COMNAVREG NW
7050
Ser N8/
03 MAY 2022

This agreement, entered into this 03rd day of MAY 2022, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Magazine Indian Island (NAVMAGII), and East Jefferson Fire Rescue, Quilcene Fire Rescue, Discovery Bay Fire and Rescue, and Brinnon Fire Department, (hereinafter, "Jefferson County Fire Protection Agencies") acting pursuant to the authority of 42 U.S.C. §1856a, DoDI 6055.06, and OPNAVINST 11320.23G, is for the purpose of providing the benefits of mutual aid to the other entity, in the protection of life and property from fire suppression, and firefighting; to include emergency services of basic medical support, basic and advanced life support; hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions

It is the policy of the Department of the Navy and COMNAVREG NW to enter into Mutual Aid Agreements (MAA) with non-federal fire departments located in the vicinity of naval installations whenever practicable. The parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this MAA to document their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of naval facilities.

Hereinafter, the term "COMNAVREG NW Fire and Emergency Services (F&ES)" refers specifically to the F&ES organization located on and servicing Naval Magazine Indian Island.

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It is agreed that:

1. Upon request from any of the Jefferson County Fire Protection Agencies, firefighting equipment and personnel of COMNAVREG NW F&ES will be dispatched, subject to operational requirements and resource availability, to any location within the area for which the requesting Jefferson County Fire Protection Agency is responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of responding Jefferson County Fire Protection Agencies will be dispatched, subject to operational requirements and resource availability, to locations within the area for which COMNAVREG NW F&ES is responsible to provide firefighting protection and emergency medical services.
3. The party receiving a request for assistance shall endeavor to immediately inform the requesting party if the requested assistance can or cannot be provided, and the type and quantity of resources that are available for dispatch.
4. Neither party shall hold the other party liable or at fault for being unable to respond to any request for assistance or for being unable to respond to a request in a timely manner or with less than optimum equipment or personnel, as the parties understand that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response within their own jurisdictions.
5. The requesting and rendering of assistance under the terms of this MAA shall be per detailed operational plans and procedures developed by the individual parties. All parties shall work together to implement such plans and procedures in a manner compatible with their respective operational authorities. It is understood that the rendering of assistance under the terms of this MAA shall not be mandatory.
6. Under the authority of 15 U.S.C. §2210 and 44 C.F.R §151, Jefferson County Fire Protection Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States Government.
7. Under the authority of 42 U.S.C. 1856a, either party may seek reimbursement from the other for the costs incurred by it

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in providing services to the other party in response to a request for assistance. Further, all parties agree to waive all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All equipment used by any party in carrying out this agreement will, at the time of action, be owned by it. All personnel acting under this agreement will, at the time of such action, be an employee or volunteer member of the party.

9. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid shall include the amount and type of equipment and personnel requested and specify the location where the equipment and personnel are to be dispatched.

b. Upon receiving the request for assistance, per the judgment of the senior officer receiving the request, immediately dispatch apparatus and personnel, along with instructions as to their mission, use, and deployment, in quantities and amounts that can be provided to the requesting F&ES without jeopardizing the mission of the F&ES providing the resources.

c. The senior officer of the requesting F&ES shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the heads of the F&ESs involved, a senior officer of the F&ES furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding organization shall be released by the requesting party when the services are no longer required or when the responding fire department is needed in its own jurisdiction.

10. Training:

a. Whenever either party hosts fire protection training for its own personnel (host department) it may, to the maximum extent practicable and subject to its sole discretion; offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

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b. The host department will not charge the guest department for any training coursework provided pursuant to this MAA unless there is a cost that cannot be covered by the host department, such as an individual student fee/tuition or cost of a certificate.

c. The guest department or its personnel will be responsible for the payment of any and all logistic costs necessary to attend training provided by the host department, including, but not limited to, lodging, meals, and travel expenses.

d. This MAA is entered into voluntarily by the parties with no obligation on their part to either provide training or to participate in any offered training.

e. The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

f. The host department reserves the right to deny training to any guest department personnel who do not meet the prerequisites necessary to attend the offered training.

11. Execution of this Agreement:

a. This MAA shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed ten (10) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least sixty (60) days advance written notice from the party desiring to terminate this agreement to the other.

b. Following the ten (10) years, the agreement will either automatically terminate or be renegotiated.

