APPENDIX B
KITTITAS COUNTY MUTUAL AID AGREEMENT

This Agreement is made and entered into this ______ day of __________, 20__, by and between all participating Fire Departments, Fire Districts, Hospital Districts, Public Works, and Law Enforcement Agencies in Kittitas County, Washington.

WHEREAS, it is desirable that the resources and facilities of the various political subdivisions, municipal corporations, and other public agencies in Kittitas County be made available to render assistance to each other in mass casualty incidents, multiple emergencies, or fire suppression or medical responses beyond the capabilities of local agencies; and

WHEREAS, fire suppression and EMS equipment, facilities, and trained personnel are available throughout the county; and

WHEREAS, an Agreement of this nature is authorized under RCW 38.52; and

WHEREAS, it is necessary and desirable that an appropriate Agreement be executed for the interchange of such mutual aid;

KNOW THEREFORE, it is hereby agreed by and between each and all parties hereto as follows:

1. Whenever the commanding officer of a jurisdiction having the authority, or the commanding officer of any such jurisdiction or its contracting agent actually present at a mass casualty incident, or because of circumstances, determines multiple fire suppression or medical responses are warranted, he/she is authorized to request mutual aid under the terms of this Agreement.

2. It is understood that unless adopted Agreements dictate otherwise, all services and/or resources provided under the terms of this Agreement are furnished and supplied voluntarily and at the discretion of this furnishing agency. The furnishing agency shall have the primary interest of protecting the welfare of its own constituency and does not assume any responsibilities or liabilities in not providing resources and/or services to other parties of this Agreement.

3. All calls for assistance will come from the Fire Chief/Incident Commander or his authorized agent. Apparatus and personnel responding to mutual aid calls will report to and work under orders of the Chief/Incident Commander or an authorized agent of the department where the fire or emergency occurs. Furthermore, requests from Law Enforcement/Hospital Districts for contamination wash downs and personnel decontamination will be handled according to established SOP’s and/or SOG’s. The closest available service provider (Fire Department) should respond to the scene per this agreement.
4. A Copy of this Agreement is on file with each Fire Department/Fire District/Law Enforcement Agency/Public Works, and the Fire Chief/Police Chief/Sheriff shall be responsible for keeping it available and up to date. Each Fire Chief is requested to notify Kittitas County Emergency Management of any changes or additions such as apparatus, equipment, etc. Upon receipt of such information, a new sheet will be sent to everyone having a copy of this Mutual Aid Agreement. All attached inventory forms from participating agencies are part of this Agreement.

5. Each party to this Agreement agrees to hold harmless and indemnify the other parties to this Agreement for loss or damage of any arising issues from provision of fire or medical aid services and/or equipment by each party's employees or agents in aid of any other party, except when the providing agency is acting under direction and control of the receiving agency. Specifically, action under the direction and control of the receiving party to this Agreement shall be interpreted solely as directed control of actions by the party receiving the aid. Otherwise, the primary commissioning agency remains liable or responsible for the actions of its employees or agents.

6. It is hereby understood that the Agreement entered into hereunder, and the corresponding plans, shall not supplant pre-existing Mutual Aid Agreements or deny the right of any party hereto to negotiate supplemental Mutual Aid Agreements.

7. This Agreement shall be effective as to each party when the governing body of such party has approved the same.

8. This Agreement shall remain in perpetuity. However, any party to this Agreement may draw from the same at any time by giving 30 days written notice to the other party/parties.

CITY OF ELLENSBURG
Signed by: ____________________________, ____________________________, __________
          (Name)                   (Title)                        (Date)
Attest: ____________________________, ____________________________, __________
        (Name)                   (Title)                        (Date)

CITY OF ROSLYN
Signed by: ____________________________, ____________________________, __________
          (Name)                   (Title)                        (Date)
Attest: ____________________________, ____________________________, __________
        (Name)                   (Title)                        (Date)