

## **Skamania County Emergency Services Mutual Aid Agreement**

Agreement made this **1st** day of **March, 2024**, between Skamania County Fire Protection Districts 1, 2, 3, 4, 5 and 6, each being a Washington special purpose municipal corporation, The City of Stevenson and City of North Bonneville, both being municipal corporations of the State of Washington, the City of Cascade Locks, a municipal corporation of the State of Oregon, and Skamania County Hospital District 1 (Skamania County EMS and Rescue), hereinafter referred to as “the parties”.

### **Recitals**

This Agreement is entered into pursuant to the laws of the states of Washington and Oregon, and each of the parties hereto represents it has authority to execute the same.

1. Each of the parties owns and maintains equipment for the prevention and suppression of fires and for the supplying of emergency services. Each of the parties also retains emergency response personnel who are trained to provide various levels of emergency services.
2. In the event of a major fire, disaster, or other emergency, each of the parties may need the assistance of one or more of the other parties to provide supplemental fire suppression and emergency service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such assistance to the other parties 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 services to the other parties.
5. This Agreement is entered into under the authority of RCW 39.34 and ORS 190.
6. Pursuant to RCW 39.34.040 and ORS 190 this Agreement constitutes an Interstate Compact.

### **Definitions:**

**“Providing Agency”** means a party to this Agreement who provides Emergency Assistance to a Requesting Agency under this Agreement.

**“Requesting Agency”** means the party having legal jurisdiction over the emergency incident, who has made a request for Emergency Assistance, and who has received Emergency Assistance under this Agreement.

**“Emergency”** is a human-caused or natural event or circumstance within the jurisdiction of any of the parties causing or threatening loss of life, damage to the environment, injury to person or real and/or personal property, human suffering, or financial loss, and the event is or is likely to be beyond the capacity of the party in terms of personnel, equipment and facilities, and therefore requires Mutual Aid and Emergency Assistance. Events include, but are not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, acts of terrorism or sabotage, and use of weapons of mass destruction.

**“Emergency Assistance”** includes, but is not limited to, personnel, services, equipment, materials, or supplies offered during an Emergency by the Providing Agency and accepted by the Requesting Agency to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency, when such service has been disrupted by the Emergency, and Emergency Assistance from other parties is necessary or advisable, as

determined by the Requesting Party. Services include, but are not limited to, incident management, search and rescue, media relations, emergency medical, firefighting and hazmat.

**“Mutual Aid”** is Emergency Assistance requested by the Requesting Agency and provided by the Providing Agency during Emergencies where the Requesting Agency’s resources are exhausted or overwhelmed. This assistance is intended to be for a period of not more than 24 hours, or the first Operational period of the Emergency, whichever is less. The Providing Agency and the Requesting Agency may mutually agree to extend the period of time.

**“Operational Period”** is defined by the Incident Commander as the amount of time necessary to accomplish the operational objectives assigned to personnel and equipment and which is within safe work/rest ratio standards established in the fire service. Operational Periods are event driven, and are typically 12 hours, but may exceed 12 hours during the initial response to an emergency. As determined by the Incident Commander, Operational periods will never exceed 24 hours.

**NOW, TREREFORE**, the parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of them from the others, agree as follows:

1. **Request for Emergency Assistance.** The commanding officer or acting Incident Commander of the emergency response agency or the officer in charge of an emergency response unit at the scene of an emergency is authorized to request assistance from one or more of the other parties 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 party’s emergency response agency.
2. **Response to Request.** Upon receipt of such a request, the commanding officer of the department receiving the request shall immediately take the following action:
  - 2.1 A Providing Agency will not deploy without a request for mutual aid assistance by a Requesting Agency or dispatch center.
  - 2.2 Determine if the Providing Agency has equipment and personnel ready and available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
  - 2.3 Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
  - 2.4 In the event the needed equipment and personnel are available, deploy such equipment and personnel to the scene of the emergency with proper operating instructions.
  - 2.5 In the event the needed equipment and personnel are not available, immediately advise the Requesting Agency of such fact.
  - 2.6 The officer in charge of the Providing Agency may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.

3. **Command Responsibility at Emergency Scene.** The Incident Command System (ICS) will be utilized on all emergency scenes. The Acting Incident Commander of the Requesting Agency shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

If the Requesting Agency does not have adequate staffing to provide Incident Command the Providing Agencies may provide staff to fill Command staff roles and/or may be passed Command from the Acting Incident Commander from the Requesting Agency to the Providing Agency until such a time where the Requesting Agency has adequate staffing to fill the Command Role. Command is never "assumed" it MUST be passed in a face-to-face meeting.

4. **Operational Period.** Operational periods will be 12 hours per the ICS standards. It is the Requesting Agency's responsibility to request enough resources to safely complete Incident Command's objectives within the first Operational period. If the incident is expected to extend past one Operational period Washington State Mobilization and/or Oregon Conflagration Act resources should be considered.

5. **Automatic Mutual Aid.** Automatic mutual aid is set up for pre-determined properties, geographical areas, and incident types. The prearrangement will be listed in the Skamania County 911 Dispatch Center. It is the responsibility of all parties to communicate automatic mutual aid response details to dispatch as a part of the pre-planning process. In the event a regular incident call is not answered by the second set of alert tones (paging) the dispatch center will automatically page the next closest fire/emergency service agency equipped for the specific type of incident.

6. **Demobilization of resources.** The equipment and personnel of the Providing Agency shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

7. **Liability.** Each of the parties agrees to assume responsibility for all liability which occurs or arises in any way out of the performance of this Agreement by its agents or employees only and to save the other parties harmless from all costs, expenses, losses and damages, including cost of defense, incurred by such other parties as a result of any acts or omissions of an agent or employee relating to the performance of this Agreement.

8. **Indemnity.** Each party shall indemnify and hold the other parties, including any officers, agents, employees, or volunteers, harmless from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission by a party, its officers, agents, employees, or volunteers relating to or pertaining to any service or action taken pursuant to this Agreement. The negligent party shall defend the other parties at the negligent party's sole cost and expense.

9. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

10. **Compensation.** Each party agrees it will not seek compensation for services rendered under this Agreement from the other parties within this Agreement.

11. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances and the number of

personnel that should be dispatched under such circumstances. Such plans shall take into consideration and ensure the proper protection by a responding party of its own geographical area.

12. **Non-Exclusive Agreement.** The parties shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations or entities.

13. **Termination.** This agreement shall terminate on **March 1<sup>st</sup>, 2029** unless sooner terminated by any party giving the other parties notice in writing of its intent to terminate and specifying the effective date thereof at least thirty (30) days prior to the effective date of such termination.

14. **Refusal to Perform.** This is a mutual aid agreement, and it is assumed all available assistance will generally be provided. Any Responding Agency may refuse to perform any specific task when, in the sole determination of the Providing Agency's commanding officer, response would create an unreasonable risk of danger to the Providing Agency's employees, volunteers, independent contractors, equipment or any third party.

15. **Compliance with Government Regulations.** Each party to this Agreement agrees to comply with, in good faith, federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

16. **Interlocal Agreement Representations**

This is an interlocal agreement pursuant to RCW Ch 39.34 and ORS Ch. 190 and the parties make the following representations:

- a. Duration. This Agreement shall terminate on **March 1<sup>st</sup>, 202**, or sooner as provided in section 12, above.
- b. Organization. No new entity will be created to administer this Agreement.
- c. Purpose. The purpose is to enable the fire and hospital districts of Skamania County in Washington and the City of Cascade Locks in Oregon to contract with the other for mutual aid services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general fund's budgets. Each party shall be responsible for financing of its contractual obligations under the party's normal budgetary process.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in section 12, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson Fire Department shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor and/or listed by subject on each public agency's web site or other electronically retrievable public source.

[Signatures appear on following pages]

DATED this \_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_\_.

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO.1**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO.2**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 3**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 4**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 5**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 6**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Secretary

**CITY OF STEVENSON**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Clerk/Treasurer

**CITY OF NORTH BONNEVILLE**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Clerk/Treasurer

**CITY OF CASCADE LOCKS**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Clerk/Treasurer

**SKAMANIA COUNTY HOSPITAL DISTRICT NO. 1**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Superintendent