

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (MAA)

TUMWATER FIRE DEPARTMENT
IM-W56DRM-22437

This agreement, effective beginning on the day the last Party signs, entered into between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the City of Tumwater, is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, and other emergency services to include 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 agreed that:

- a. On request to a representative of Joint Base Lewis-McChord - Fire and Emergency Services (JBLM- FES) by a representative of the Tumwater Fire Department, firefighting equipment and personnel of JBLM-FES will be dispatched when available to any point within the area for which the Tumwater Fire Department normally provides fire protection as designated by the representative of the Tumwater Fire Department.
- b. On request to a representative of the Tumwater Fire Department by a representative of the JBLM-FES, firefighting equipment and personnel of the Tumwater Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the JBLM-FES.
- c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.
 - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official. Responding personnel will not be asked or required to perform tasks outside of their normal scope or practice.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Tumwater Fire Department normally provides fire protection, the Chief of JBLM-FES or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210. Direct all questions for claims to the Installation Agreements Manager, 2008C N. 3rd Street, Mail Stop 122, JBLM, WA 98433-9500.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections, drills, and training.

(1) 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.

(2) To the extent allowable by law and regulation, the host department will not charge the guest department for any training provided pursuant to this MAA. If a cost cannot be covered by the host department, services may be provided subject to existing reimbursement policies and guidance.

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

(4) This MAA is entered into voluntarily by the parties with no obligation on the part of any party to either provide training or to participate in any offered training.

(5) 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.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by JBLM-FES in carrying out this agreement will be owned by JBLM-FES; all equipment used by the Tumwater Fire Department will be owned by the Tumwater

Fire Department; and all personnel acting for Tumwater Fire Department under this agreement will be an employee or volunteer member of Tumwater Fire Department.

i. Nothing in this MAA shall be considered as obligating either party to expend funds or otherwise obligate either party for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this MAA.

j. This agreement shall become effective upon the date of the last signature and shall remain in full force and effect for a period not to exceed nine (9) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least thirty (30) days advance written notice from the party desiring to terminate this agreement to the other. In accordance with AR 420-1, paragraph 25-9, e (2), this agreement will be reviewed and updated every other year unless terminated by one or more of the parties. Following the nine (9) years, the agreement will either automatically terminate or can be renegotiated.

For the City of Tumwater

For the Secretary of the Army

Debbie Sullivan
Mayor

Phillip H. Lamb
Colonel, US Army
Commanding

Date:_____

Date:_____

Approved as to form:

Kenneth Rhault
Fire Chief, JBLM F&ES

Karen Kirkpatrick
City Attorney

Date:_____