

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)

IM-W587KC-24415

This agreement entered into this 7th of May, 2024, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the City of Olympia, through the Olympia Fire Department, is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire and firefighting to include emergency services, including 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. The City of Olympia enters into this agreement pursuant to the Washington Interlocal Cooperation Act, RCW Chapter 39.34.

It is agreed that:

a. On request to a representative of Joint Base Lewis-McChord Fire and Emergency Services by a representative of the Olympia Fire Department, firefighting equipment and personnel of Joint Base Lewis-McChord Fire and Emergency Services will be dispatched when available to any point within the area for which the Olympia Fire Department normally provides fire protection as designated by the representative of the Olympia Fire Department.

b. On request to a representative of Olympia Fire Department by a representative of Joint Base Lewis-McChord Fire and Emergency Services, firefighting equipment and personnel of Olympia Fire Department will be dispatched when available to any point within the area for which the Joint Base Lewis-McChord Fire and Emergency Services normally provides fire protection and designated by the representative of Joint Base Lewis-McChord Fire and Emergency Services.

c. The rendering of assistance under the terms of this agreement is not 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 the 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 subjected to the orders of that official.

(3) A responding organization will be released by the requesting organization when their services 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 an aircraft owned or operated by the United States, or military aircraft of any foreign nation occurs within the area for which the Olympia Fire Department normally provides fire protection, the Chief of the Joint Base Lewis-McChord Fire and Emergency Services 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 under this agreement, except for those claims authorized under 15 U.S.C. 2210 and filed with the Director of the Federal Emergency Management Agency.

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 pre-planning inspections and drills.

g. The technical heads of the 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 agreements of operations are effective upon ratification by the signatory parties.

h. All equipment used by the Olympia Fire Department in carrying out this agreement will be owned by the Olympia Fire Department; no real or personal property will be jointly acquired or held by the parties as part of carrying out this agreement; and all personnel acting for Olympia Fire Department, under this agreement will be an employee or volunteer member of the Olympia Fire Department.

i. No separate legal entity is created as part of this agreement. Each party to this agreement is responsible for financing its own activities that are part of the cooperative undertakings under this agreement. The joint administrators of this agreement are the Chief of the Joint Base Lewis-McChord Fire and Emergency Services and the Chief of the Olympia Fire Department.

This agreement is effective upon the date hereof and remain in force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

For the City of Olympia

For the Secretary of the Army

STEVEN J. BURNEY
City Manager
City of Olympia

Kent Park
KENT W. PARK.
Colonel, IN
Commanding
04/29/2024

Date

Date

Approved as to Form:

Michael M. Young
Deputy City Attorney