

**MUTUAL AID AGREEMENT BETWEEN
SPOKANE VALLEY FIRE DEPARTMENT AND
KOOTENAI COUNTY FIRE & RESCUE**

This Agreement is entered into by and between Kootenai County Fire Rescue and the Spokane Valley Fire Department.

Each of the parties owns and maintains equipment for fire control and suppression and for providing emergency medical services. Each of the parties also retains personnel trained to provide fire control and various levels of emergency medical service.

In the event of a structure fire, the parties may require the assistance of one or more other parties to provide additional fire control equipment and personnel.

Each of the parties has the necessary equipment and personnel to enable it to provide assistance to the other parties in the event of such an emergency.

The geographical location of all parties is within either Spokane County, State of Washington, or the adjacent Kootenai County, State of Idaho, enabling each party to render effective mutual aid assistance to the others.

This Agreement is authorized pursuant to Idaho Code § 67-2332 and RCW 52.12.031(3) and 39.34.080.

For the purpose of securing to each the benefits of mutual aid in the protection of life and property for structure fires, and in consideration of the benefits to be received by each, the Board of District Commissioners of each of the parties hereto mutually agree as follows:

1. Mutual Aid

The response shall be authorized in the event of a fire or medical response in either immediate response area as requested by either party's Dispatch Center. The response shall be a Fire Engine and operating personnel, unless otherwise specified. If the response is unable to be fulfilled the appropriate Officer shall notify the requesting incident commander immediately in order that other assistance may be requested from a different agency. The dispatch or the mutual aid shall be based upon a pre-determined basis within the computer-aided dispatch (CAD) software.

2. Status of Equipment and Personnel

(a) This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this agreement, shall remain the property of that party in the event of the termination of this agreement

(b) Parties shall own or be legally responsible for that party's equipment used in carrying out this Agreement.

(c) All personnel acting for any party under this Agreement shall be employees or volunteer members of that party at the time of such action.

3. Command Responsibility

The requesting Party's Incident Commander shall be in command of the operations under which the equipment and personnel sent by the responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the responding Party's officer in charge. If the requesting Party's Incident Commander specifically requests a senior officer of the responding Party to assume command, the requesting Party's Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

4. Release from Service

The equipment and personnel of the responding party shall be released from service and returned to the responding city or fire district by the incident commander when no longer required or when needed in the area for which it normally provides protection.

5. Liability and Claims

(a) No Liability for Responding Party. Except as expressly provided herein, no Party shall be liable for failure to comply with any provision of this Agreement, nor for any liability arising from providing or refusing to provide mutual aid assistance under this Agreement.

(b) Mutual Releases. Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/or agents from any claim related to this Agreement.

(c) Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any apparatus or equipment used for mutual aid assistance purposes. This provision shall not apply to the extent that it would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property insurance as opposed to seeking reimbursement from the other Party.

(d) Liability to Third Parties. The term "third party" means any person, firm, or entity other than the Parties hereto. With regard to mutual aid assistance provided pursuant to this Agreement, each Party shall be responsible for all liability arising from and/or related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.

(e) Mutual Indemnification. The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act and Washington Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors.

(f) Survival. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Compensation

Each party agrees that it will not seek compensation for services, equipment, or personnel rendered under this Agreement from the other party for the first 24 hours of the incident.

7. Non-Exclusive Agreement

The parties to this Agreement shall not be precluded from entering into similar agreements, or first or supplemental response agreements, with other municipal corporations. The provisions of any other agreement by a party to this Agreement shall not extend to the other parties to this Agreement.

8. Third Party Beneficiaries

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

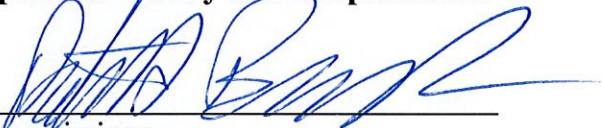
9. Duration and Termination

This Agreement shall become effective for each party upon the date of subscription hereto for a period of one year, at which time the agreement shall be reviewed by both parties' Board of Commissioners and shall remain in force and effect until renewed by resolution or participation is terminated. Failure to renew annually by resolution will terminate the agreement. This agreement may also be terminated at any time by giving to the other parties thirty (30) days' notice of termination in writing.


REF: Resolution # _____

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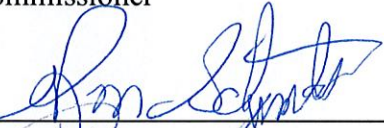
Spokane Valley Fire Department



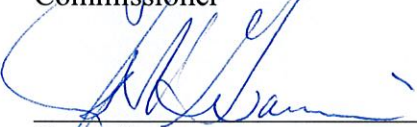
Commissioner



Commissioner




Commissioner



Commissioner



Commissioner

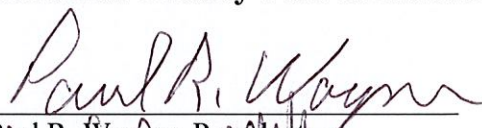


Fire Chief

7-8-2019

Date

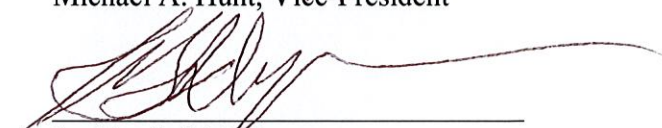
Kootenai County Fire & Rescue



Paul R. Wagner, President



Michael A. Hunt, Vice-President



Joe Doellefeld, Treasurer



Pam Houser, Commissioner



Andy Boyle, Commissioner



Warren A. Merritt, Fire Chief

6-17-19

Date