

Revised 9/14/10

~~North Idaho Regional~~ Kootenai County Fire Chiefs Mutual Aid Agreement

This Agreement is entered into by and between various emergency response agencies (see signature page addendum) for the purpose of receiving and rendering mutual aid assistance during the initial response phase of an emergency.

Whereas, each party maintains emergency service equipment, trained personnel and/or other resources for emergency responses; and

Whereas, in the event of a major emergency, a party may need to request one or more other parties to provide assistance; and

Whereas, each party's geographical location makes it capable of rendering effective mutual aid to each of the other parties,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definition of Initial Phase

The initial phase of an incident is the period during which response is initiated and control or mitigation of the emergency occurs until management of the incident can be turned over to an agency that has the full resources available to manage the incident. Each party to this Agreement understands the initial phase is generally short term and any assisting party will be returned to its own protection area as soon as possible unless another agreement or contract is in force.

2. Request for Assistance

- (a) A request for assistance shall only be made by the officer in charge of the emergency (incident commander) or his or her designee, ~~and shall be directed to the commanding officer of a responding party~~ via Kootenai County 911.
- (b) A request for assistance shall specify the amount and type of equipment and number of personnel requested, and where to dispatch the equipment and personnel.
- (c) An automatic request for assistance may be established in advance and placed on file with the appropriate dispatch center along with protocols for usage.
- (d) A request for assistance shall be made to the nearest party with adequate equipment and personnel appropriate for response. A move-up procedure as defined by the responding party's Standard Operating Procedures shall be used to provide protection to areas vacated by a response to a call for assistance.

3. Response to Request

Upon receipt of an assistance request, the responding party's commanding officer shall:

- (a) Determine if and how much adequate equipment and personnel are available, the requested response time, and advise the requesting party accordingly.

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- (b) Dispatch available personnel and equipment to the emergency, providing proper operating instructions for the equipment as agreed to by the respective Fire Chiefs and outlined in the Run Cards established in the CAD.
- (c) As rendering assistance under this Agreement is not mandatory, the commanding officer shall immediately inform the requesting party if assistance cannot be rendered.

4. Status of Equipment and Personnel

- (a) All equipment used by any responding party in carrying out this Agreement, shall at the time of action, remain in the responding party's possession and control, and any persons operating the equipment must be authorized to do so by the officer in charge for the responding party. .
- (b) All personnel of a responding party shall remain at all times the employees and/or volunteers of that responding party.

5. Command Responsibility

The incident commander shall be in command of the incident and a responding party's equipment and personnel shall be under the immediate supervision of the officer in charge of those responding units.

6. Termination of Service

- (a) The incident commander shall release the responding party's equipment and personnel when, in his or her best judgment, it is no longer needed, or when a responding party determines that its equipment and personnel are needed back in the responding party's service area.
- (b) A responding party's equipment and personnel may be transferred pursuant to another contractual agreement, the terms of which will be in force upon transfer.

7. Liability and Claims

~~(a)~~ Each party shall be responsible for its equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against any other party for loss, damage, personal injury, or death occurring during performance under this Agreement, that the waiving party, or its employees or volunteers, suffered solely as a result of the waiving party's own negligence or other wrongful acts or omissions, or those of its employees while acting within the course and scope of their employment.

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~~(b)~~(a) Each party shall be liable for damages caused to third parties during the performance of this Agreement that arise out of its own negligence or other wrongful acts or omissions, or from its employees while acting within the course and scope of their employment. Each party agrees to indemnify, defend and hold harmless the other parties, and their employees, volunteers, and officials, against any and all claims of every kind and nature, including but not limited to costs, expenses, loss, damages, and attorney's fees and costs, that are brought by third parties solely as a result of the negligence or other wrongful acts or omissions of the party (indemnitor), or from its employees while acting within the course and scope of their employment.

8. Insurance

Each party shall maintain adequate insurance coverage for its equipment and personnel.

9. Compensation and Reimbursement

(a) Each party agrees that its response for services rendered shall not be reimbursable for any period in which the responding agency is on ~~site~~scene for less than twenty-four (24) hours.

(b) Responses by an agency at the request of another involving the responding agency's participation for any period over twenty-four (24) hours may be subject to compensation by the requesting agency in reasonable amounts for the period exceeding twenty-four (24) hours. Such compensation may include reimbursement for equipment, ~~manpower~~staffing and other expenses commonly incurred.

(c) Responses to incidents such as wild land fires or to assist federal or state agencies shall be compensable only by the state or federal agency whether requested by that agency or any other.

~~(d) Each party agrees that it may request reimbursement compensation for services rendered under this Agreement from any other party to this Agreement.~~

10. Pre-Emergency Planning

The parties through their commanding officers shall, from time to time, establish pre-emergency plans that identify potential problem areas and the type of equipment and number of personnel that will be needed in those areas under various circumstances. The pre-emergency plans shall consider and insure proper protection of a responding party's own protection area while performing under this Agreement.

11. Strike Team/Task Force deployment

This agreement allows the agency's Chief Officer or their designee to develop mutually agreed to strike teams or task forces for deployment outside of Kootenai County. Compensation and Reimbursement terms are established as outlined in Section 9 (a), (b) and (c).

~~11.~~12. Non-Exclusive Agreement

The parties to this Agreement may enter into similar agreements or first response agreements with other entities.

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12.13. Duration and Termination

This Agreement shall become effective upon the date of subscription hereto, and shall remain in full force and effect. Any party may terminate participation in this Agreement by providing written notice to each of the other parties to this Agreement not less than ninety (90) days before termination. Termination of one party does not affect the validity of this Agreement between the remaining parties.

13.14. Binding Agreement

This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties. This Agreement contains the entire and complete Agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions, oral or written, except as stated herein. This Agreement is the final agreement of the parties and supersedes all prior agreements, understandings, representations, warranties and conditions between the parties relating to its subject matter.

14.15. Invalidity

If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law.

15.16. Comprehension

The parties hereto further mutually covenant, agree and represent, that the terms of this agreement have been completely read by them and are fully understood and voluntarily accepted by them.

16.17. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

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Signature Page Addendum

Kootenai County Fire & Rescue

Authorized signature

Title

Date

Hauser Lake Fire Protection District

Authorized signature

Title

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Spirit Lake Fire Protection District

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Northern Lakes Fire Protection District

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Coeur d'Alene Fire Department

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Mica-Kidd Island Fire Protection District

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East Side Fire District

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Worley Fire District

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Timberlake Fire District

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Kootenai County Emergency Medical Services System

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Sagle Fire District

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Shoshone County Fire District 1

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Sandpoint Fire Department

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St. Maries Fire Department

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Date

Shoshone County Fire District 2

Authorized signature

Title

Date

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