Automatic Aid Agreement

Central Whidbey Island Fire & Rescue/South Whidbey Fire & Rescue

This Automatic Aid Agreement (Agreement) is entered into this day of May, 2010 by and between Central Whidbey Fire & Rescue (CWIFR") and Island County Fire District #3/South Whidbey Fire & Rescue (SWFR) in Island County, State of Washington.

Purpose

The purpose of this Agreement is to increase the effectiveness and efficiency of emergency response by CWIFR and SWFR within their respective districts.

Applicability of the Agreement

This Agreement shall apply to all incidents occurring within the Automatic Aid Response Area requiring response by CWIFR or SWFR to provide fire suppression, emergency medical services, or any other emergency response activity.

This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

Automatic Aid Response Area

This Agreement applies to any address or geographical location located within one mile of the border, on either side of the border, between the two Fire Districts. For purposes of this Agreement, the boundary will include both sides of the roadway and any property contiguous to either side of the roadway.

No Reimbursement for Costs-

No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described Automatic Aid Agreement.

Personnel & Equipment

CWFR Chief and the SWF Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases responses will be consistent with the established Incident Management System and with response cards. Any other required personnel and/or equipment will be determined by the incident commander (as defined below) and requested at his or her sole discretion.

Dispatch and Radio Communications

The Island County Emergency Services Communications Center (ICOM) will simultaneously dispatch both CWFR and SWF to Emergency Incidents within the described boundary.

CWIFR/SWFR Automatic Aid Agreement

Responding units to Emergency Incidents within the described boundary will switch their radio traffic to the assigned TAC channel. Both CWFR and SWF will follow the current ICOM Dispatch Protocols.

Incident Command

The first arriving CWIFR or SWFR unit on any emergency incident within the Automatic Aid Response Area will establish an incident command management structure that is consistent with the National Incident Management System. All responding personnel will operate under the established command structure.

Each district (CWIFR and SWFR) retains authority and responsibility for command within their own jurisdiction. Consistent with their respective standard operating guidelines or procedures, CWIFR and SWFR duty command officers (e.g., 500 or 300) or chief officers may assume command of incidents within their own districts, but may choose to leave the current incident commander in command if appropriate based on incident conditions. However, the ranking CWIFR or SWFR officer on-scene is responsible for incident operations regardless of who is functioning as the incident commander.

Liability/Indemnification

Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other parties, their employees and officials, harmless from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the party's employees or volunteer staff relating to the performance of this agreement.

With respect to incident command as provided for above, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any emergency incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of incident Commander, which later are determined at anytime to have been grossly negligent, willful, wanton or reckless.

Termination of Agreement

Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

CWIFR/SWFR Automatic Aid Agreement

Prior Agreements

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

For Central Whidbey Island Fire & Rescue

For Island County Fire District 3

Edward E. Hartin, MS, EFO, MIFIreE, CFO

Fire Chief

H.L. "Rusty" Palmer,

Fire Chief