Appendix 1-6

Intergovernmental agreement with U.S. Army (Fort Lewis). Department of the Army Mutual Aid Agreement (2005).
DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)

This agreement entered into this 15th day of February, 2005, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and 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 and other emergencies. It is agreed that—

a. On request to a representative of Fort Lewis Fire and Emergency Services by a representative of the Olympia Fire Department, firefighting equipment and personnel of Fort Lewis 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 the Olympia Fire Department by a representative of Fort Lewis Fire and Emergency Services, firefighting equipment and personnel of the Olympia Fire Department will be dispatched when available to any point within the firefighting jurisdiction of Fort Lewis Fire and Emergency Services.

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.

(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 Olympia Fire Department normally provides fire protection, the Chief of Fort Lewis 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 of this agreement except those claims authorized under 15 U.S.C. 2210.

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-fire planning inspections and drills.

h. 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.

i. All equipment used by Olympia Fire Department in carrying out this agreement will be owned by the Olympia Fire Department; and all personnel acting for Olympia Fire Department under this agreement will be an employee or volunteer member of Olympia Fire Department.

i. This agreement shall become effective upon the date hereof and remain in full 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.

Olympia Fire Department

[Signature]

For the Secretary of the Army

[Signature]

M. K. STEPHENSON
Colonel, US Army
Garrison Commander

Department of the Army Mutual Aid Agreement
For City of Olympia

Mark [Signature]
Mayor

Approved as to form

[Signature]
City Attorney for Olympia

Date
4-5-05

Department of the Army Mutual Aid Agreement