

AUTOMATIC AID AGREEMENT

BETWEEN

CHELAN COUNTY FIRE DISTRICT NO. 9
CHELAN COUNTY FIRE DISTRICT NO. 3
CHELAN COUNTY FIRE DISTRICT NO. 4

This agreement is made and entered into, by and between the participating fire protection districts.

WITNESSETH:

Pursuant to the authority vested in the parties by the provisions of R.C.W. 35.84.040 and R.C.W. 52.36.025 the undersigned parties mutually agree as follows:

Whereas, each of the parties hereto maintains equipment and personnel for the purpose of combating and suppressing fires within its own jurisdictions and areas; and

Whereas, each of the parties hereto desires to maintain protection in its respective jurisdiction and areas with the use of automatic response for assistance; and

Whereas, the lands, areas, buildings, and properties within the jurisdictions of the parties hereto are within such distance from each other that automatic assistance in an emergency situation is deemed feasible; and

Whereas, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

Now Therefore, in consideration of the mutual covenants of the parties hereto, be it agreed that;

1. The officer in charge of the fire district who's area has the emergency shall be in charge (unless he has delegated his authority) shall assume full charge of the operations; however, personnel and equipment of the party rendering assistance shall remain under the immediate supervision of and shall be the immediate responsibility of the officer in charge of said party rendering assistance.
2. The party rendering assistance under the terms of this agreement shall not be required to make resources available or render services to any other party when by doing, an unreasonable danger to lives and property of that party's district would result.
3. The party requesting assistance under this agreement assumes no responsibility for the payment of services. It shall be responsible for providing, at the scene, supplies for equipment i.e., fuel, oil and welfare items for personnel as necessary.
4. Each party hereto waives all claims against every other party hereto for compensation for any loss, damages, personal injury, or deaths occurring in consequence of performance under this agreement. And said parties do hereby agree to indemnity and hold harmless any other party as to any such damage or injury. Each party agrees to maintain adequate insurance on its respective operations, equipment, and personnel.
5. This agreement shall remain in force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to all other parties giving thirty (30) days notice of such cancellation.
6. Each party hereto assumes responsibility for and liability for normal maintenance, repair, damage of equipment used under this agreement.
7. This agreement does not supersede any previous mutual aid agreement but addresses automatic aid for the undersigned parties.


OPERATIONAL GUIDELINES:

In witness thereof, the parties hereto have executed this agreement on the _____ day of _____ 1989.

Chelan County Fire District No. 9

By _____

Chelan County Fire District No. 3

By  _____

Chelan County Fire District No. 4

By _____