

MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION NORTHWEST
1100 Hunley Road, Silverdale, WA 98315
AND
CITY OF BREMERTON FIRE DEPARTMENT
NORTH KITSAP FIRE AND RESCUE
CENTRAL KITSAP FIRE AND RESCUE
SOUTH KITSAP FIRE AND RESCUE
BAINBRIDGE ISLAND FIRE DEPARTMENT
POULSBO FIRE, DISTRICT 18
KITSAP COUNTY, OFFICE OF THE FIRE MARSHAL
FOR
THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

COMNAVREG NW
7050
Ser N8/

This agreement, entered into this 2nd day of March 2018, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Base Kitsap (NBK), Bremerton Fire Department, North Kitsap Fire and Rescue, Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, Bainbridge Island Fire Department, Poulsbo Fire District 18, and Kitsap County Office Of The Fire Marshal, (hereinafter, "Kitsap County Fire Protection Agencies") acting pursuant to the authority of 42 U.S.C. § 1856a, DoDI 6055.06, and OPNAVINST 11320.23G, is for the purpose of providing the benefits of mutual aid to the other entity, for the protection of life and property from wild land fires, as well as firefighting and fire suppression support. The anticipated support includes; but is not limited to; emergency services of basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building and confined space extractions.

It is the policy of the Department of the Navy and COMNAVREG NW to enter into Mutual Aid Agreements (MAA) with non-federal fire departments located in the vicinity of naval installations whenever practicable. The parties have mutually concluded that it is desirable, practicable, and beneficial for the parties to enter into this MAA to document their willingness and ability to render assistance to one another in order to enhance the safety and security of the civilian community and naval facilities.

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Hereinafter, the term "COMNAVREG NW Fire and Emergency Services (F&ES)" refers specifically to the F&ES organization located on and servicing NBK.

It is agreed that:

1. Upon request from Kitsap County Fire Protection Agencies, firefighting equipment and personnel of COMNAVREG NW F&ES will be dispatched; subject to operational requirements and resource availability; to any location within the area for which the Kitsap County Fire Protection Agencies are responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of the Kitsap County Fire Protection Agencies will be dispatched; subject to operational requirements and resource availability; to any location within the area for which COMNAVREG NW F&ES is responsible to provide fire protection and emergency medical services.
3. The party receiving a request for assistance shall endeavor to immediately inform the requesting party if assistance can or cannot be provided, and the type and quantity of resources available for dispatch.
4. Neither party shall hold the other party liable or at fault for being unable to respond to a request for assistance nor being able to respond in a timely manner, or responding with less than optimum equipment/personnel, as the parties understand that each is primarily and ultimately responsible for providing fire suppression and hazardous material incident response within their own jurisdictions.
5. The requesting and rendering of assistance under the terms of this MAA shall be per detailed operational plans and procedures developed by the individual parties. All parties shall work together to implement such plans and procedures in a manner compatible with their respective operational authorities. It is understood that the rendering of assistance under the terms of this MAA is not mandatory.
6. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Kitsap County Fire Protection Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States Government.

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7. Under the authority of 42 U.S.C. § 1856a, either party may seek reimbursement from the other for the costs incurred by it in providing services to the other party in response to a request for assistance. Further, all parties agree to waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

8. All equipment used by any party in carrying out this agreement will; at the time of action; be owned by it. All personnel acting under this agreement will; at the time of such action; be an employee or volunteer member of the party.

9. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid shall include the amount and type of equipment and personnel requested and specify the location where the equipment and personnel are to be dispatched.

b. Upon receipt of a request for assistance, equipment and personnel will be immediately dispatched along with instructions as to their mission, use, and deployment in quantities and amounts that can be provided without jeopardizing the mission of the fire department providing the resources, per the judgment of the senior officer of the responding party.

c. The senior officer of the requesting fire department shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the heads of the fire departments involved, a senior officer of a fire department furnishing assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding fire department shall be released by the requesting party when the services are no longer required or when the responding fire department is needed in its own jurisdiction.

10. Training:

a. Whenever either party hosts fire protection training for its own personnel (host department) it may; to the maximum extent practicable and subject to its sole discretion; offer the training to personnel of the other party (guest department). Training will be provided on a space available basis only.

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b. The host department will not charge the guest department for training coursework provided pursuant to this MAA unless there is a cost that cannot be covered by the host department, such as an individual student fee/tuition or cost of a certificate.

c. The guest department or its personnel will be responsible for the payment of any and all logistic costs necessary to attend training provided by the host department, including; but not limited to; lodging, meals, and travel expenses.

d. This MAA is entered into voluntarily by the parties with no obligation on their part to either provide training or to participate in any offered training.

e. The guest department is responsible for ensuring that its personnel observe all rules, regulations, and guidelines for training provided by the host department. Neither party shall hold another party liable or at fault for damage or injury incurred during joint training activities.

f. The host department reserves the right to deny training to any guest department personnel who do not meet the prerequisites necessary to attend the offered training.

11. Execution of this Agreement:

a. This MAA shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed five (5) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least sixty (60) days advance written notice from the party desiring to terminate this agreement to the other.

b. Following the 5 years, the agreement will either automatically terminate or be renegotiated.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

12. Signatures:


North Kitsap Fire & Rescue:




GILLIAN GREGORY 6-12-17
Board Chair Date




FERNANDO ESPINOSA 6-12-2017
Commissioner Date



STEPHEN NEUPERT 6/12/17
Commissioner Date



WILSON STEWART 6-12-17
Commissioner Date



PATRICK PEARSON 6/12/17
Commissioner Date



CINDY MORAN 6-12-17
District Secretary Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Central Kitsap Fire & Rescue:

DE West 6/26/17
DICK WEST Date
Board Chair

Bob Muhleman 6.26.17
BOB MUHLEMAN Date
Commissioner

Nate Andrews 6-26-17
NATE ANDREWS Date
Commissioner

Ken Erickson 6-26-17
KEN ERICKSON Date
Commissioner

Guy Earle 6/26/17
GUY EARLE Date
Commissioner

Kenneth Bagwell
KENNETH BAGWELL Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

South Kitsap Fire & Rescue:


DAVE GELSLEICHTER
Board Chair

07/13/17
Date


NOT PRESENT:

MIKE ESLAVA
Commissioner

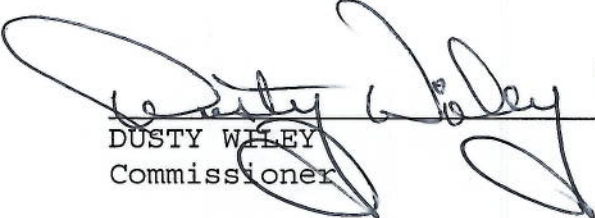
Date


PAUL GOLNIK
Commissioner

7-13-17
Date


GERALD PREUSS
Commissioner

7-13-17
Date


DUSTY WILEY
Commissioner

7-13-17
Date

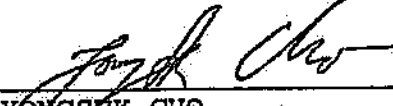

KENNETH BAGWELL
District Secretary

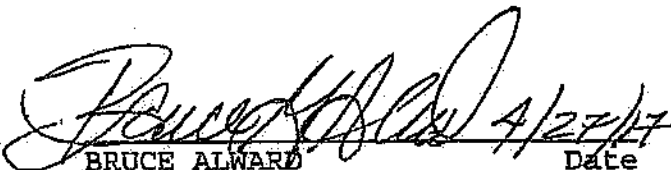
7.13.17
Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Bainbridge Island Fire Department:

 4-27-17
SCOTT ISENMAN Date
Board Chair

 4/29/17
YONGSUK CHO Date
Commissioner

 4/27/17
BRUCE ALWARD Date
Commissioner

 4/27/17
FRITZ VON IBSCH Date
Commissioner

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Poulsbo Fire Department:

NA
MARTIN SULLIVAN Date
Commissioner

David Ellingson 6-14-17
DAVID ELLINGSON Date
Commissioner

Darryl Milton 6/14/17
DARRYL MILTON Date
Commissioner

Conrad Green 6/14/17
CONRAD GREEN Date
Commissioner

NA
JAMES INGALLS Date
Commissioner

Lise Alkire 6/14/17
LISE ALKIRE Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

City Of Bremerton:

Patty Lent 07-05-17 Shannon L. Corin
PATTY LENT Date SHANNON L. CORIN Date
Mayor City Clerk

[Signature] JULY 5, 2017
ROGER A. LUBOVICH Date
City Attorney

Kitsap County:

BOARD OF COUNTY COMMISSIONERS

KITSAP COUNTY, WASHINGTON

ATTEST:

Robert Gelder 2-10-18

ROBERT GELDER, Chair

Dana Daniels

E. E. Wolfe

Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner


Charlotte Garrido


CHARLOTTE GARRIDO, Commissioner



FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Commander, Navy Region Northwest

 6/1/2017
EDWARD SCHRADER, CAPT, USN Date
Commanding Officer
Naval Base Kitsap

 09 MAR 2018
A. P. VERHOFSTADT, P.E. Date
Executive Director
Commander, Navy Region
Northwest

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Points of Contact

Commander, Navy Region Northwest:

- a. Fire Chief Kurt Waeschle
(360) 396-0135, kurt.waeschle@navy.mil
- b. Regional Support Agreement Manager Mussetta Enos
(360) 396-1935, Mussetta.enos@navy.mil

North Kitsap Fire and Rescue:

- a. Fire Chief, Dan Smith
(360) 297-3619, smith@nkfr.org
- b. Assistant Chief, Richard Lagrandeur
(360) 297-3619, lagrandeur@nkfr.org

Central Kitsap Fire and Rescue:

- a. Fire Chief Scott Weninger
(360) 447-3556, sweninger@ckfr.org
- b. Deputy Chief John Oliver
(360) 447-3566, joliver@ckfr.org

City of Bremerton:

- a. Fire Chief David Schmitt
(360) 473-5381, david.schmitt@ci.bremerton.wa.us

Bainbridge Island Fire Department:

- a. Fire Chief Hank Teran
(206) 451-2032, hteran@bifd.org
- b. Finance Manager Ed Kaufman
(206) 451-2037, ekaufman@bifd.org

South Kitsap Fire and Rescue:

- a. Fire Chief Stephen Wright
(360) 895-6501, SWright@skfr.org

Poulsbo Fire District 18:

- a. Fire Chief Jeffrey Griffin

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

(360) 516-8813, jgriffin@poulsbofire.org

- b. Deputy Chief Bruce Peterson
(360) 535-2510, bpeterson@poulsbofire.org

Kitsap County Office of the Fire Marshall:

- a. Fire Marshall David Lyman
(360) 337-5777, DLynam@co.kitsap.wa.us