

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

FOR

THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

COMNAVREG NW

7050

Ser N8/

This Mutual Aid Agreement, (hereinafter "Agreement"), entered into this 23rd day of Feb 2023, by and between Commander, Navy Region Northwest (COMNAVREG NW), on behalf of Commanding Officer, Naval Base Kitsap (NBK), 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, 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, 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.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

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 a Kitsap County Fire Protection Agency, 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 requesting Kitsap County Fire Protection Agency is responsible to provide fire protection and emergency medical services.
2. Upon request from the COMNAVREG NW F&ES, firefighting equipment and personnel of one or more 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. A Party receiving a request for assistance shall endeavor to immediately inform a requesting party if assistance can or cannot be provided, and the type and quantity of resources available for dispatch.
4. No Party shall hold another Party liable or at fault for being unable to respond to a request for assistance or being unable 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.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

7. Under the authority of 42 U.S.C. 1856a, any Party may seek reimbursement from another Party for the costs incurred by it in providing services to the other party in response to a request for assistance. Further, the Parties agree to waive all claims against another 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 any response, be owned by it. All personnel acting under this Agreement will, at the time of any response, 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 receiving the request for assistance, per the judgment of the senior officer receiving the request, apparatus and personnel will be immediately dispatched, along with instructions as to their mission, use, and deployment, in quantities and amounts that can be provided to the requesting Party without jeopardizing the mission of the Party providing the resources.

c. The senior officer of the requesting Party 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 Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or emergency.

d. A responding Party shall be released by the requesting Party when the services are no longer required or when the responding Party 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

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

training to personnel of another Party (guest department). Training will be provided on a space available basis only.

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

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

d. This Agreement 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. Period of Performance: This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect for a period not to exceed ten (10) years. The Agreement shall be reviewed triennially to evaluate its terms and determine its need for continuation.

12. Termination or Modification:

a. Following the ten (10) year period of performance, this Agreement will automatically terminate unless renegotiated.

b. This Agreement may be cancelled by mutual agreement of all of the Parties, or upon the provision of at least sixty (60) days advance written notice to the other Parties from a Party desiring to terminate this agreement.

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

13. Execution of the Agreement: This Agreement shall be approved and become effective upon signature of the authorized named representatives of each Party to the Agreement.

REMAINDER OF PAGE LEFT BLANK


FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

12. Signatures:

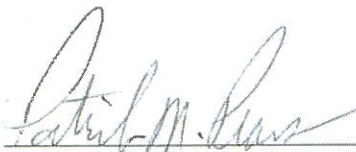
North Kitsap Fire & Rescue:

 3-13-23
GILLIAN GREGORY Date
Board Chair

JOHN HUNTINGTON Date
Commissioner

 3/13/23
STEVE NEUPERT Date
Commissioner

 13 MAR 23
WILSON STEWART Date
Commissioner

 3/13/2023
PATRICK PEARSON Date
Commissioner

 3/13/2023
KATIE PATTI Date
District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

South Kitsap Fire & Rescue:

Paul Golnik 2-23-2023 Gerald Preuss 2-23-23
PAUL GOLNIK Date GERALD PREUSS Date
Commissioner Vice Chair

Michael Eslava 2/23/2023 Kyle Joyce 2-23-23
MICHAEL ESLAVA Date KYLE JOYCE Date
Commissioner Commissioner


Dusty Wiley 2-23-23 Kenneth Bigwell 2-23-23
DUSTY WILEY Date KENNETH BIGWELL Date
Chair District Secretary

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

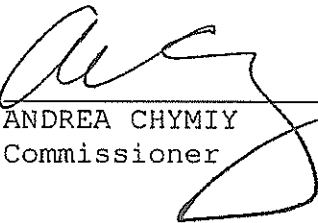
Bainbridge Island Fire Department:



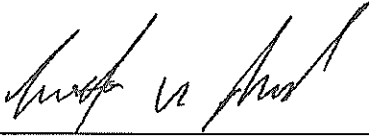
JAY ROSENBERG 2/23/2023
Board Chair Date



SCOTT ISEMAN 2-23-23
Commissioner Date



ANDREA CHYMIY 2/23/2023
Commissioner Date




FRITZ VON IBSCH 2/23/2023
Commissioner Date



TIM CAREY 2/23/2023
Commissioner Date


FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Poulsbo Fire Department:



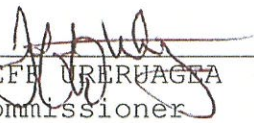
JIM INGALLS
Board Chair

3/8/23
Date




DARRYL MILTON
Commissioner

3/8/2023
Date




JEFF URERUA
Commissioner

3/8/23
Date



DAVID ELLINGSON
Commissioner

3/8/2023
Date



CHRIS QUINN
Commissioner

08 MAR 2023
Date



NICHOLE SAWYERS
District Secretary

3/8/2023
Date

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

City Of Bremerton:

DocuSigned by:
Greg Wheeler 3/28/2023
BAF40093E8E747B
GREG WHEELER Date
Mayor

DocuSigned by:
Angela Hoover 3/28/2023
24E95E04E46041F...
ANGELA HOOVER Date
City Clerk

DocuSigned by:
Kylie Finnell 3/28/2023
DAF5501054254A1
KYLIE FINNELL Date
City Attorney

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Commander, Navy Region Northwest



J. W. HALE, CAPT, USN 6/14/2023
Commanding Officer Date
Naval Base Kitsap

W. A. BULIS 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 Brian Bartles
(360) 396-0135, brian.d.bartles.civ@us.navy.mil
- b. Regional Support Agreement Manager Cindi Hawley
(360) 396-4388, cindi.l.hawley.civ@us.navy.mil

North Kitsap Fire and Rescue:

- a. Fire Chief, Rich Lagrandeur
(360) 297-3619, lagrandeur@nkfr.org
- b. Assistant Chief, Ryan Buchanan
(360) 297-3619, Buchanan@nkfr.org

Central Kitsap Fire and Rescue:

- a. Fire Chief Jason Christian
(360) 447-3556, Jchristian@ckfr.org
- b. Deputy Chief Jeff Sorenson
(360) 447-3566, jsorenson@ckfr.org

City of Bremerton:

- a. Fire Chief Pat McGranney
(360) 473-5381, Patrick.mcgranney@ci.bremerton.wa.us

Bainbridge Island Fire Department:

- a. Fire Chief Jared Moravec
(206) 451-2034, jmoravec@bifd.org
- b. Finance Manager Ed Kaufman
(206) 451-2037, ekaufman@bifd.org

South Kitsap Fire and Rescue:

- a. Fire Chief Jeff Faucett
(360) 895-6501, JFaucett@skfr.org

FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY SERVICES

Poulsbo Fire District 18:

- a. Fire Chief James Gillard
(360) 516-8813, jgillard@poulsbofire.org
- b. Deputy Chief Jeff Russell
(360) 535-2510, Jrussell@poulsbofire.org

Kitsap County Office of the Fire Marshall:

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