

**Mutual Aid Agreement**  
**Between**  
Chelan Douglas Health District  
and  
Chelan County Fire District 1

This agreement is made and entered into this 26 day of OCTOBER, 2020 by and between Chelan Douglas Health District, hereinafter referred to as District and Chelan County Fire District 1, hereinafter referred to as CCFD 1.

Whereas, it is necessary to ensure adequate resources are available to support and respond to the COVID-19 Pandemic in Chelan and Douglas Counties, AND

Whereas, each party recognizes that public health emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and for the best use of available assets. This Agreement shall provide for mutual assistance among the Parties in the prevention of, response to, mitigation of and recovery from a public health incident. The intent of this Agreement is to make personnel available: AND

Whereas, it is necessary and desirable that an appropriate agreement for the interchange of such mutual aid:

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. CCFD 1 shall provide personnel skilled and trained in incident management to act on behalf of the District during the incident.
2. District shall reimburse CCFD 1 for personnel costs incurred, at the usual hourly and overtime rates of CCFD 1 staff upon receipt of a written invoice.
3. District shall reimburse CCFD 1 for mileage incurred at the current Federal IRS rate upon receipt of a written invoice.
4. CCFD 1 shall submit an invoice documenting the hours, time of services and hourly rates charged as well as necessary back up documentation.
5. It is hereby understood, unless otherwise required by law or other agreement of the parties, that all services and/or resources provided under the terms of this Agreement are furnished and/or supplies voluntarily and at the discretion of the furnishing agency. The furnishing agency shall have the

primary interest of protecting the welfare of its own constituency and does not assume any responsibilities or liabilities for not providing resources and/or services to the other parties to this Agreement.

6. It is hereby understood that the agreements entered into hereunder shall not supplant existing mutual aid agreements nor deny the right of any party hereto to negotiate supplemental mutual aid agreements.
7. Mutual aid extended pursuant to this Agreement shall be furnished in accordance with the provisions of Chapter 38.52 Revised Code of Washington, as well as other provisions of law.
8. This Agreement shall be effective OCTOBER 26<sup>TH</sup>, 2020 and continue until the incident is resolved and/or the services are no longer necessary.
9. Any party to this Agreement may withdraw after written notification to the other parties to this Agreement.
10. District shall indemnify and hold the CCFD 1 and its agents, employees, and/or Officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind of nature, brought against CCFD 1 arising out of, in connection with, or incident to the execution of this Agreement and/or the District's performance or failure to perform any aspect of this Agreement: provided, however, that if such claims are caused by or result from the concurrent negligence of the CCFD 1, its agents, employees, and/or Officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District: and provided further, that nothing herein shall require the District to hold harmless or defend CCFD 1, its agents, employees and/or Officers from any claims arising from the sole negligence of the CCFD 1, its agents, employees and/or Officers. No liability shall attach to the CCFD 1 by reason of entering into this Agreement, except as expressly provided herein.
11. All the employees of the CCFD 1 providing services to this Agreement shall at all times remain employees of the CCFD 1. Employees of the CCFD 1 providing services pursuant to this Agreement shall not be entitled to benefits or payments from the District, except as expressly provided for herein.

12. Backfill will be paid to CCFD1 to fill the vacant position created by the IMT assignment.

Chelan Douglas Health District

Chelan County Fire District 1

\_\_\_\_\_  
Kandis Boersema, Finance Officer

*Brian D. Brett*  
\_\_\_\_\_  
Brian Brett, Fire Chief

  
\_\_\_\_\_  
Nate Weed  
Chelan Douglas Health District Interim Administrator

Date 10/27/2020

Date \_\_\_\_\_

