

MEMORANDUM OF UNDERSTANDING

FILE COPY

Master Mutual Aid Agreement
For the Provision of Emergency Services
to Areas of Clallam County

COPIES

Participants:

Port Angeles Fire Department
Clallam County Fire District #2
Clallam County Fire District #3
Clallam County Fire District #4

In consideration of the mutual covenants herein and the benefits to be derived by the citizens residing within their respective boundaries, the parties listed on the title page do hereby agree as follows:

I. PURPOSE

This Mutual Aid Agreement is entered into by Clallam County Fire District #2, Clallam County Fire District #3, Clallam County Fire District #4, (herein collectively called the Fire Districts), the City of Port Angeles, a municipal corporation of the State of Washington (herein called the City), in order to provide enhanced protection for the lives and property of the citizens residing in their respective boundaries. To this end, the Fire Districts and the City agree to render each other the maximum cooperation practicable in the sharing of personnel, equipment, and technical expertise in order to deal with large fires, natural and man-made disasters, or other emergencies.

The parties agree that the added protection provided to their citizens is, for all purposes, adequate consideration for any costs or expenditures for equipment, personnel, and other resources incurred by the parties. The parties further agree that by pooling available resources, the maximum protection to the public can be provided.

This Agreement is not intended to provide an ALS response through mutual aid to those jurisdictions that cannot provide a reasonable degree of a similar response.

II. AUTHORITY

The parties enter into this Agreement pursuant to the authority vested in them under the following provisions of the law of the State of Washington: Chapters 38.52, 39.34, and 52.12 and Sections 35.84.040, 52.36.025, and 76.04.135 of the Revised Code of Washington.

III. RENDERING MUTUAL AID

A. Request for Assistance

~~The officer in charge at the scene of an emergency within the boundaries of his jurisdiction is authorized to request assistance from any party to this Agreement, if the officer determines that additional resources are needed that are beyond the capacity of their jurisdiction to provide.~~

B. Response to Request for Assistance

Upon receiving a request for aid, the officer of the requested agency shall:

1. Immediately determine if resources are available and can be spared.
2. Determine what resources might most effectively be dispatched.
3. When appropriate, a Chief or senior officer shall be dispatched with the mutual aid resources.
4. Dispatch the designated resources with complete instructions as to their assigned mission.

- C. Inability to Render Assistance
Each party agrees that mutual aid response under this Agreement should not jeopardize or interfere with the immediate emergency response needs within its own jurisdiction. If for any reason a mutual aid response cannot be made, the requested agency will immediately notify the PENCOM emergency dispatch center.
- D. Command Responsibility
Incident Command responsibility rests with the jurisdiction where the incident requiring mutual aid has occurred. Any other command position may be delegated, in whole or in part, to any senior officer from any participating mutual aid agency.
- E. On-Scene Consumable Supplies
Agencies requesting assistance shall provide motor fuel, welfare items for firefighters and other responders, and other consumables to the extent supplies are available.
- F. Equipment Salvage
All persons involved in a mutual aid operation shall exercise due diligence in salvaging lost or damaged equipment and ensuring that it is returned to its owner.

IV. OPERATIONAL STANDARDS

All participating parties agree to comply with the following operational standards:

1. The Clallam County Fire Chief's Association's uniform frequency designations.
2. The Clallam County Fire Chief's Association's standardized personnel accountability system.
3. The Incident Command System and the National Incident Management System, as appropriate, for effective and efficient utilization of resources.

V. HOLD HARMLESS

Each party rendering assistance per this agreement, agrees to protect, defend, and hold harmless every other party from and against all liability, claims, damages, losses, expenses, including attorney fees occurring, arising or resulting from the party's acts or omissions in rendering of such assistance; provided that nothing in this Agreement shall prohibit any party to this Agreement from seeking damages from any individual or entity which may have been responsible for the emergency conditions for which mutual aid was requested.

VI. DURATION

The duration of this Agreement shall be for one year. However, the Agreement shall be automatically continued from year to year unless terminated as provided below.

VII. MODIFICATION, REVIEW AND TERMINATION

A. Modification/Review

This agreement may be modified by mutual agreement of all parties hereto, and shall be reviewed no less than every five years, with any modifications executed in the same manner as this Agreement.

B. Termination

Either party can terminate this Agreement by providing a letter of intent to terminate with not less than sixty-days (60) notice prior to the termination date. Said letter shall be sent to the Chief and governing body of the affected jurisdictions.

C. Resource List

Within thirty-days (30) of execution of this Agreement, each party shall make available to every other party an up-to-date list of all equipment available for mutual aid. This list will be reviewed, revised, or modified annually.

VIII. SUPPLEMENTAL MUTUAL AID AGREEMENTS

This Agreement is non-exclusive. Any party hereto may negotiate any other operational agreement.

IX. GOVERNING LAW AND VENUE

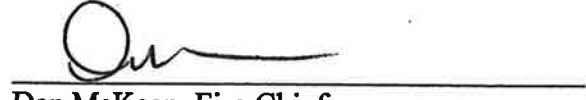
The laws of the State of Washington govern this Agreement, and any actions brought hereunder shall be brought exclusively in the Superior Court for the State of Washington in Clallam County.

X. FILING

As approved by RCW 39.34.010, the Agreement shall be filed with the County Auditor.

EXECUTED this 7th day of March, 2006,
for the City of Port Angeles


Karen A. Rogers, Mayor


Dan McKeen, Fire Chief

EXECUTED this 4th day of April, 2006,
for Clallam County Fire District #2.


Richard Ruud, Chair


Jon Bugher, Fire Chief

EXECUTED this 18th day of April, 2006,
for Clallam County Fire District #3.


Richard Houts, Chair


Steve Vogel, Fire Chief

EXECUTED this 26th day of April, 2006,
for Clallam County Fire District #4.


George Oldfield, Chair


Dave Chastain, Fire Chief