

## GRAYS HARBOR FIRE AGENCIES

### MOBILIZATION COOPERATION INTERLOCAL AGREEMENT

This Agreement is entered into between the undersigned municipal corporations "Agency or Agencies."

#### RECITALS

1. This agreement is entered into under the authority of and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each Agency currently maintains and operates its own fire department and provides fire protection, fire suppression and emergency medical services in their respective areas.
3. Each Agency dispatches firefighters and other personnel, both paid and volunteer, on state and federal wildfire and all risk mobilizations.
4. Each Agency dispatches fire apparatus on state and federal wildfire and all risk mobilizations.
5. The Agencies have concluded that collaboration when responding to mobilizations will benefit each Agency by reducing the impact to fire and life safety within each Agency's jurisdiction by minimizing the impact of mobilization on each Agency's staffing and resources.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

##### 1. Definitions.

- 1.1. **Deploying Agency.** An Agency that deploys either personnel or apparatus on a state or federal wildfire or all-risk mobilization.
- 1.2. **Mobilization Apparatus.** An Agency Apparatus that is deployed by a Deploying Agency on a state or federal wildfire or all-risk mobilization.
- 1.3. **Mobilization Personnel.** The personnel of a Deploying Agency deployed on a state or federal wildfire or all-risk mobilization.

##### 2. Scope of Agreement.

The scope of this Agreement is to allow cross staffing of Agency Mobilization Apparatus by Agency Mobilization Personnel in accordance with the following requirements:

- 2.1. When an Agency deploys a Mobilization Apparatus the staffing of the Agency's Mobilization Apparatus may consist of Mobilization Personnel from any Agency, provided that at least one Mobilization Personnel from the Deploying Agency is assigned to and remains with the Mobilization Apparatus.
- 2.2. The Deploying Agency shall remain solely responsible for the costs of operating, maintaining, repairing and replacing the Mobilization Apparatus.

- 2.3. Mobilization Personnel shall remain personnel of the Deploying Agency and shall not be considered personnel of any other Agency. The Deploying Agency shall, at all times, be solely responsible for the conduct of its personnel when deployed and shall be solely responsible for all compensation, benefits and insurance for its personnel.
- 2.4. Mobilization Apparatus shall be under the direct command of the Deploying Agency Personnel assigned to the Mobilization Apparatus.
- 2.5. The Deployment of Personnel or Apparatus under this Agreement shall be at sole discretion of each Agency.
3. **Term.** This Agreement shall become effective on the date executed by two or more Agencies and shall continue until such time as all Agencies to this Agreement withdraw. The withdrawal of any single Agency shall not terminate this Agreement in its entirety, as long as at least two Agencies remain a party to this Agreement. Any Agency may withdraw from this Agreement with 60 days advance written notice to the other Agencies.
4. **Finances.** Each Agency shall remain responsible for the financial operation of its own Fire Department. The Agencies recognize that each Agency will be contributing a similar amount of resources under this Agreement and no Agency will seek additional compensation from the other Agencies unless such additional compensation is specifically agreed to in a separate writing.
5. **Indemnification and Hold Harmless.** Each Agency agrees to defend, indemnify, and hold harmless the other Agencies and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing Agency or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each Agency's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
6. **Insurance.**
- 6.1. **Liability and Casualty Insurance.** For the duration of this Agreement, each Agency shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Agency against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by an Agency.
- 6.2. **No Industrial Insurance Requirement.** It is expressly understood that no Agency shall be responsible to provide any other Agency's employees or volunteers with coverage required under Title 51 RCW or Chapter 41.24 RCW, as the same now exists or may be hereafter amended.
- 6.3. **Waiver of Subrogation.** To the extent permitted by the applicable insurance policies, each Agency hereby waives any right of subrogation against the other Agencies. In this regard each Agency utilizing a self-insurance retention program waives subrogation for any payment thereunder.

## 7. **Dispute Resolution.**

- 7.1. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
- 7.2. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any Agency may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each Agency shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 7.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any Agency may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Grays Harbor County Superior Court, Grays Harbor County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each Agency shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 7.4. Following the arbitrator's issuance of a ruling/award, any Agency shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Grays Harbor County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the Agency demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that Agency shall pay all costs, expenses and attorney fees to the other Agencies, including all costs, attorney fees and expenses associated with any appeals.
- 7.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any Agency for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## 8. **Miscellaneous:**

- 8.1. **Administration.** This Agreement shall be administered by the Fire Chief or Designee of each Agency.
- 8.2. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by an Agency shall remain the property of the acquiring Agency in the event of the termination of this agreement.
- 8.3. **Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing

if mailed by first class, postage pre-paid and addressed to the other Agencies at the Agency's regular business address or at such address as any Agency may designate at any time in writing.

- 8.4. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 8.5. Modification.** This agreement represents the entire agreement between the Agencies. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on any Agency unless executed in writing by authorized representatives of each of the Agencies. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Agencies.
- 8.6. Benefits.** This agreement is entered into for the benefit of the Agencies only and shall confer no benefits, direct or implied, on any third persons.
- 8.7. Non-Exclusive Agreement.** The Agencies shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.8. Filing/Web Site. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on Agency websites in accordance with RCW 39.34.040.
- 8.9. Counterparts.** This Agreement may be signed in multiple counterparts and is binding between any all parties who are signatories to this Agreement.

Agency South Beach RFA Name BATTALION CHIEF DARYL BROWN

Date 3/31/2023 Authorized Signature 

Agency City of Hogansum Name Benjamin Winkelmann

Date 4/13/23 Authorized Signature 

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_

Agency \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_ / \_\_ / \_\_ Authorized Signature \_\_\_\_\_