

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ABERDEEN AND THE CITY OF COSMOPOLIS  
REGARDING EMERGENCY FIRE SUPPORT**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Aberdeen (“Aberdeen”), and the City of Cosmopolis (“Cosmopolis”), both Washington municipal corporations (collectively, the “Parties”).

**RECITALS**

- A. The Parties each operate their own Fire Departments.
- B. The Parties have entered into an agreement for emergency medical services wherein Aberdeen responds to calls within the City of Cosmopolis (“EMS Agreement”).
- C. Both Parties have entered into a Mutual Aid Agreement with the fire districts and fire departments of Grays Harbor County, Washington.
- D. Cosmopolis’ volunteer fire department has recently expressed it is their employees’ intention to resign, effective January 1, 2022, leaving the City of Cosmopolis without any fire department or emergency fire support.
- E. Effective January 1, 2022, the Parties entered into an Emergency Fire Assistance MOU which, after written amendments extending the term, expires February 15, 2022 (“January 2022 MOU”) and the subsequent Memorandum of Understanding for these services expires on December 31, 2023.
- F. The Parties do not desire for Aberdeen to assume responsibility for fire services within the City of Cosmopolis. However, the Parties acknowledge that, should Cosmopolis find itself without an operational fire department, in the case of an emergency within the City of Cosmopolis, Aberdeen would likely respond in order to protect public safety. The Parties wish to memorialize their understanding, should that occur.

**AGREEMENT**

The Parties agree as follows:

- 1. **Term and Termination.** This Agreement shall be effective on January 1, 2023, as ratified by each Party’s City Council, and shall terminate on June 30, 2023, unless otherwise terminated earlier. It may be terminated without cause with three (3) days written notice. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination. Extension of this MOU may be authorized by written agreement by the mayors of both cities.
- 2. **Services.** On request by Cosmopolis, at the sole discretion of Aberdeen, Aberdeen may, in addition to the established emergency medical service response and transport

agreement, provide emergency fire equipment and personnel to emergencies within the City of Cosmopolis. Such emergencies may include but are not limited to: structure fires, fire alarm system sprinkler activations, residential fire alarm and carbon monoxide detector activations, and Hazardous Material incidents. Under this MOU, Aberdeen will not provide primary response to the following: unknown if injury motor vehicle accidents within the jurisdictional boundaries of the Cosmopolis Fire Department to include HWY 101 South as well as the Blue Slough Road.

- 3. Reimbursement and Payment.** Within 30 days of any fire services provided under this MOU, Aberdeen shall provide Cosmopolis with an invoice for any costs and expenses incurred. Cosmopolis shall reimburse Aberdeen within 30 days of receipt of said invoice.

  - a. Fire Protection: The Parties agree that reimbursement for all fire services will be allocated to Aberdeen pursuant to the 2022 Washington State Wage & Equipment Rate Guide, or any amendments thereto. The Washington State Wage & Equipment Rate Guide shall serve as a temporary guide until a permanent Fire Protection contract can be adopted by both parties.
  - b. Emergency Medical Services: Cosmopolis shall pay a monthly availability charge of twenty-seven dollars and ninety-six cents (\$27.96) for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1<sup>st</sup> of each year for the following year.
- 4. Prior Agreements.** This Agreement supersedes the January 2022 MOU. This Agreement, while in effect, to the extent it conflicts with the EMS Agreement, supersedes the EMS Agreement.
- 5. No Obligation Under This Agreement.** The execution of this Agreement shall not create any duty to respond on the part of any party. A Party shall not be held liable for failing to provide or assist in providing emergency assistance as requested under the terms of this Agreement. A Party has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring liability.
- 6. Availability.** The Parties agree that the mutual aid extended under this MOU are to be available and furnished provided that such mutual aid does not compromise Aberdeen's ability or capacity to respond to calls for service within its own jurisdiction. When a request for assistance is received, the Aberdeen will promptly advise of the extent of response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within Aberdeen. Aberdeen, upon receiving a request for assistance, shall not be obligated to provide assistance or incur any liability for not complying with the request.

7. **Requests for Emergency Assistance.** Requests for assistance under this MOU shall be directed to the designated contact person provided by the Parties. Cosmopolis shall provide as much notice as practicable. The extent of Aberdeen's emergency assistance shall be at Aberdeen's sole discretion. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this MOU shall remain in effect until or unless this MOU conflicts with such state or federal laws.
8. **Relationship of Parties.** No agent, employee, servant or representative of either party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. Aberdeen is acting hereunder as an independent contractor, with the intended following results:
  - a. All persons rendering service hereunder shall be for all purposes employees of Aberdeen, although they may from time to time act for the benefit of Cosmopolis.
  - b. Control of personnel standards, employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Aberdeen.
  - c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions shall be provided by Aberdeen.
9. **Modification.** This MOU is intended to express the entire agreement of the Parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both Parties, and affixed to this original MOU. Such modification may be authorized by the mayor of each city.
10. **Insurance.** Cosmopolis shall maintain insurance for all fire services throughout the term of this MOU.
11. **Indemnification and Hold Harmless.** Cosmopolis shall defend, indemnify and hold Aberdeen, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Aberdeen.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Cosmopolis and Aberdeen, its officers, officials, employees, and volunteers, Aberdeen's liability hereunder shall be only to the extent of Aberdeen's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this MOU.

11. **Severability.** If any provision of this MOU or its application is held invalid, the remainder of this MOU or the application of the remainder of this MOU shall not be affected.
12. **Entire Agreement -- Modification.** This MOU represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this MOU shall be binding on any of the Parties unless executed in writing by authorized representatives of all of the Parties. This MOU shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.
13. **Benefits.** This MOU is entered into for the benefit of the Parties to this MOU only and shall confer no benefits, direct or implied, on any third persons.

**CITY OF ABERDEEN**

**CITY OF COSMOPOLIS**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_