

RESOLUTION NO. 32-93

A RESOLUTION APPROVING PARTICIPATION IN THE CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTY AREA FIRE SERVICES MAJOR INCIDENT MUTUAL ASSISTANCE AGREEMENT.

THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO HEREBY RESOLVE that the interlocal agreement attached hereto between the CITY OF OMAK, a municipal corporation, and CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES, county agencies, for participating in the Fire Services Major Incident Mutual Assistance Agreement, be, and the same is hereby approved, the Mayor be, and he is hereby authorized and directed to execute the same for an on behalf of the CITY; and that the City Clerk is authorized and directed to attest his signature.

INTRODUCED AND PASSED THIS 7TH DAY OF SEPTEMBER, 1993.


APPROVED:


E. WALT SMITH, MAYOR

ATTEST:


TRISH SIEKER, CLERK/TREASURER

APPROVED AS TO FORM:


MICHAEL D. HOWE, CITY ATTORNEY

**CHELAN, DOUGLAS, GRANT AND OKANOGAN
COUNTY AREA**

FIRE SERVICES

MAJOR INCIDENT

MUTUAL ASSISTANCE AGREEMENT

DRAFT

THIS AGREEMENT IS MADE AND ENTERED INTO, BY AND BETWEEN THE UNDERSIGNED FIRE PROTECTION DISTRICTS AND CITIES OF CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES AS NOTED ON PAGE 3 OF THIS AGREEMENT.

WITNESSETH:

PURSUANT TO THE AUTHORITY VESTED IN THE PARTIES BY THE PROVISIONS OF RCW 35.84.040 AND RCW 52.12.111 THE UNDERSIGNED PARTIES MUTUALLY AGREE AS FOLLOWS:

WHEREAS, EACH OF THE PARTIES HERETO MAINTAINS EQUIPMENT AND PERSONNEL FOR THE PURPOSE OF COMBATING AND SUPPRESSING FIRES AND RESPONDING TO OTHER EMERGENCIES WITHIN IT'S OWN JURISDICTION AND;

WHEREAS, EACH OF THE PARTIES HERETO DESIRES TO SUPPLEMENT THE AVAILABLE LOCAL AREA MUTUAL AID RESOURCES FOR FIRE PROTECTION, RESCUE, AND OTHER EMERGENCY RESPONSE CAPABILITY AVAILABLE IN IT'S RESPECTIVE JURISDICTION IN THE EVENT OF A DISASTER LEVEL FIRE OR OTHER EMERGENCY SITUATION; AND

WHEREAS, IT IS MUTUALLY DEEMED SOUND, DESIRABLE, PRACTICABLE AND BENEFICIAL FOR THE PARTIES TO THIS AGREEMENT TO RENDER ASSISTANCE TO ONE ANOTHER IN ACCORDANCE WITH THESE TERMS;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES HERETO, BE IT AGREED THAT;

SECTION 1. THIS AGREEMENT SHALL BE DEEMED EFFECTIVE AS TO EACH PARTY WHEN THE LEGISLATIVE BODY OF THAT PARTY HAS APPROVED THIS AGREEMENT BY RESOLUTION, ORDINANCE, OR OTHER COMPARABLE ACTION, AND HAS FILED A SIGNED COPY OF THIS AGREEMENT WITH THE CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT.

SECTION 2. WHENEVER IT IS DEEMED ADVISABLE AND APPROPRIATE BY THE OFFICER IN CHARGE OF THE FIRE DEPARTMENT OR DISTRICT OF ANY PARTY HERETO BY REASON OF A DISASTER LEVEL FIRE OR OTHER EMERGENCY SITUATION WITHIN SUCH PARTY'S JURISDICTION, HE IS AUTHORIZED TO REQUEST ASSISTANCE UNDER TERMS OF THIS AGREEMENT FROM THE APPROPRIATE PARTICIPATING PARTY OR PARTIES.

SECTION 3. THE OFFICER IN CHARGE OF THE FIRE DEPARTMENT AND / OR DISTRICT REQUESTING ASSISTANCE (UNLESS HE HAS DELEGATED HIS AUTHORITY) SHALL ASSUME FULL CHARGE OF THE OPERATIONS; HOWEVER, PERSONNEL AND EQUIPMENT OF THE PARTY RENDERING ASSISTANCE SHALL REMAIN UNDER THE IMMEDIATE SUPERVISION OF AND SHALL BE THE IMMEDIATE RESPONSIBILITY OF THE OFFICE IN CHARGE OF SAID PARTY RENDERING ASSISTANCE.

SECTION 4. THE PARTY RENDERING ASSISTANCE SHALL BE RESPONSIBLE FOR THE DELIVERY OF REQUESTED EQUIPMENT AND MANPOWER AS REQUESTED, PROVIDED:

THE PARTY RENDERING ASSISTANCE UNDER THE TERMS OF THIS AGREEMENT SHALL NOT BE REQUIRED TO MAKE RESOURCES AVAILABLE OR RENDER SERVICES TO ANY OTHER PARTY WHEN BY DOING SO, AN UNREASONABLE DANGER TO LIVES AND PROPERTY OF THAT PARTY'S JURISDICTION WOULD RESULT.

THE PARTY RENDERING ASSISTANCE SHALL DETERMINE WHAT RESOURCES AND SERVICES CAN BE REASONABLY PROVIDED WITHIN SUCH LIMITATION.

EACH PARTY SHOULD INSURE THAT ONE ENGINE COMPANY; WITH ADEQUATE MANNING, BE AVAILABLE FOR SERVICE WITHIN ITS RESPECTIVE JURISDICTION AT ALL TIMES, EITHER WITH ITS OWN RESOURCES OR WITH MOVE-UP OR STANDBY ASSISTANCE, TO PROVIDE A MEASURE OF PROTECTION TO THAT AREA.

SECTION 5. THE PARTY REQUESTING ASSISTANCE UNDER THIS AGREEMENT ASSUMES NO RESPONSIBILITY FOR THE PAYMENT OF SERVICES. IT SHALL BE RESPONSIBLE FOR PROVIDING, AT THE SCENE, OPERATING SUPPLIES FOR EQUIPMENT AND WELFARE ITEMS FOR PERSONNEL, AS NECESSARY.

SECTION 6. EACH PARTY HERETO ASSUMES RESPONSIBILITY FOR AND LIABILITY FOR NORMAL MAINTENANCE, REPAIR, DAMAGE, PERSONAL INJURY OR DEATH ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. IN THE EVENT THERE IS ANY LOSS, DAMAGE, PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT CAUSED BY ANY PARTY'S NEGLIGENCE, THEN SAID PARTY SHALL BE RESPONSIBLE FOR SUCH DAMAGE OR INJURY AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY OTHER PARTY AS TO ANY SUCH DAMAGE OR INJURY, INCLUDING ALL COSTS, EXPENSES AND FEES. EACH PARTY AGREES TO MAINTAIN ADEQUATE INSURANCE, NOT LESS THAN ONE MILLION DOLLARS, ON ITS RESPECTIVE OPERATION, EQUIPMENT AND PERSONNEL.

SECTION 7. EACH PARTY TO THIS AGREEMENT WILL ESTABLISH A SYSTEM WITHIN ITS RESPECTIVE COUNTY, TO MOBILIZE REQUESTED RESOURCES, AND EACH COUNTY WILL ESTABLISH A SINGLE POINT OF EMERGENCY CONTACT FOR RESOURCE REQUESTS.

SECTION 8. THIS MUTUAL ASSISTANCE AGREEMENT IS IN ADDITION TO EXISTING LOCAL MUTUAL AID AGREEMENTS AND IS SEPARATE FROM THE WASHINGTON STATE OR REGIONAL FIRE MOBILIZATION PLANS. AN ACTIVATION OF THE STATE FIRE MOBILIZATION PLAN WILL SUPERSEDE THIS AGREEMENT.

SECTION 9. THIS AGREEMENT SHALL TAKE EFFECT ON JANUARY 1, 1993 AND SHALL REMAIN IN FORCE AND EFFECT UNTIL CANCELLED BY MUTUAL AGREEMENT OF ALL THE PARTIES HERETO OR BY WRITTEN NOTICE BY ONE PARTY TO ALL OTHER PARTIES GIVING THIRTY DAYS NOTICE IN WRITING OF SUCH CANCELLATION. THIS AGREEMENT SHALL BE REVIEWED BY EACH PARTY EVERY THREE YEARS.

CHELAN, DOUGLAS, GRANT AND OKANOGAN
COUNTY AREA

MAJOR INCIDENT - FIRE SERVICES

MUTUAL ASSISTANCE AGREEMENT

-SIGNATURE PAGE-

CITY OF OMAK

MAYOR *Doyle Smith* DATE 9-16-93

ATTEST: CLERK *Fish Sucker* DATE 9/8/93

CHIEF *Cal Bowling* DATE 9/16/93

_____ COUNTY FIRE PROTECTION DISTRICT NUMBER _____

COMMISSIONER _____ DATE _____

COMMISSIONER _____ DATE _____

COMMISSIONER _____ DATE _____

CHIEF _____ DATE _____

MUTUAL ASSISTANCE RESOURCES

STRIKE TEAMS

STRIKE TEAM LEADERS / COMMAND VEHICLES

STRUCTURE ENGINES

WILDLAND ENGINES

WATER TENDERS

TASK FORCES

TASK FORCE LEADERS / COMMAND VEHICLES

WILDLAND ENGINES / WATER TENDERS

STRUCTURE ENGINES / WATER TENDERS

SINGLE RESOURCES AND SPECIALTY RESOURCES

STRUCTURE ENGINES

WILDLAND ENGINES

WATER TENDERS

AERIAL / LADDER TRUCKS

FOAM UNITS

AID / RESCUE VEHICLES

AIR SUPPLY UNITS

COMMUNICATIONS / COMMAND POST AND COMMAND VEHICLES

PERSONNEL RESOURCES

COMMAND STAFF

OPERATIONS

DIVISION / GROUP SUPERVISORS

STAGING OFFICERS