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Chelan Co, WA



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Douglas County

**Return Address:**  
FIRE DISTRICT #1 OF CHELAN COUNTY  
PO BOX 2106  
WENATCHEE, WA 98807

**Document Title(s)** (or transactions contained therein):

1. MUTUAL AID AGREEMENT
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

(on page of document(s))

**Grantor(s)** (last name first, then first name and initial(s))

1. CITY OF WENATCHEE
  2. CITY OF CASHMERE
  3. CITY OF WATERVILLE
  4. CITY OF MANSFIELD
- Additional names on page 2 of document.

**Grantee(s)** (last name first, then first name and initial(s))

1. CHELAN COUNTY FIRE PROTECTION DISTRICT #1
  2. CHELAN COUNTY FIRE PROTECTION DISTRICT #3
  3. CHELAN COUNTY FIRE PROTECTION DISTRICT #4
  4. CHELAN COUNTY FIRE PROTECTION DISTRICT #5
- Additional names on page 2 of document.

**Legal Description** (abbreviated : i.e. lot, block, plat or section township and range)

Additional legal is on page of document

**Assessor's Property Tax Parcel/Account Number:**

Additional parcel numbers on page of document

**Washington State County Auditor/Recorder's indexing form (cover sheet)**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**EMERGENCY NONSTANDARD REQUEST**

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

SIGNATURE

DATE



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### EXHIBIT "A"

## PARTIES TO THE CHELAN/DOUGLAS COUNTY AREA EMERGENCY SERVICES MUTUAL AID AGREEMENT, may include:

#### *Cities/Towns*

- Wenatchee
- Cashmere
- Waterville
- Mansfield
- Bridgeport
- Quincy

#### *County Fire Protection Districts*

- Chelan County Fire Protection District 1
- Chelan County Fire Protection District 3
- Chelan County Fire Protection District 4
- Chelan County Fire Protection District 5
- Chelan County Fire Protection District 6
- Chelan County Fire Protection District 7
- Chelan County Fire Protection District 8
- Chelan County Fire Protection District 9

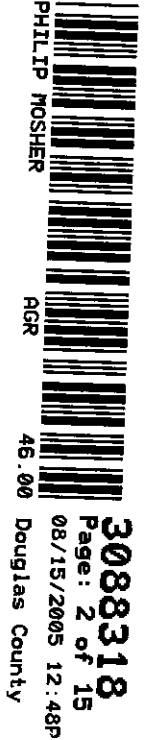
- Douglas County Fire Protection District 1
- Douglas County Fire Protection District 2
- Douglas County Fire Protection District 3
- Douglas County Fire Protection District 4
- Douglas County Fire Protection District 5
- Douglas County Fire Protection District 8

Grant County Fire Protection District 3

Douglas/Okanogan County Fire Protection District 15

#### *Sheriff's Offices*

- Chelan County Sheriff's Office
- Douglas County Sheriff's Office





**CHELAN / DOUGLAS COUNTY AREA  
EMERGENCY SERVICES**

**MUTUAL AID AGREEMENT**

This Agreement is made and entered into, by and between Chelan County, acting through its Sheriff's Office Emergency Management and the fire protection districts, cities, towns, and other government entities of Chelan, Douglas, Grant and Okanogan County as identified in Exhibit "A" to this Agreement that determine to become parties to this Agreement.

Witnesseth:

Pursuant to the authority vested in the parties by the provisions of Chapter 39.34 RCW, RCW 35.84.040, and RCW 52.12.111 the undersigned parties mutually agree as follows:

Whereas, each of the parties maintain or contract for equipment and personnel for the purpose of combating and suppressing fires and responding to other emergencies within its own jurisdiction and;

Whereas, each of the parties desires to augment the fire protection, rescue, and other emergency response capability available in its respective jurisdiction in the event of a fire or emergency situation; and

Whereas, each of the parties desires to maintain adequate protection in its respective jurisdiction with the use of move-up or standby assistance; and

Whereas, the lands, areas, buildings, and properties within the jurisdiction of the parties hereto are within such distance from each other that mutual aid in an emergency situation is deemed feasible; and

Whereas, it is 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, the parties agree as follows:

Section 1. Commencement.

This Agreement shall be deemed effective as to each party five (5) days after the following have occurred:

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- (a) the legislative body of that party has approved this Agreement;
- (b) a signed copy of the Agreement has been filed with the Chelan County Sheriff's Office Emergency Management, attention: Director, P.O. Box 36, Wenatchee, WA 98807;
- (c) a signed copy of the Agreement has been filed with the Chelan County Auditor; and
- (d) a signed copy of the Agreement has been filed with the Auditor for the county in which the party is situated.

Upon receipt of the executed Agreement from a party, the Chelan County Sheriff's Office Emergency Management shall notify all other parties to this Agreement of the new party.

Section 2. Administration.

This Agreement shall be administered by the director of the Chelan County Sheriff's Office Emergency Management ("CCSOEM"). Administration by the CCSOEM shall be without compensation from any party. The clerical and administrative services shall be performed by CCSOEM as a convenience to the parties.

Section 3. Mutual Aid Request.

Whenever mutual aid is deemed appropriate and necessary by the officer in charge of the agency of any party hereto, by reason of fire or other emergency situation within such party's jurisdiction, or for move-up or standby assistance, said officer is authorized to request assistance under terms of this Agreement from the appropriate participating party or parties. For purposes of this Agreement, the terms "move up" and "standby" shall have the meanings generally accepted in the fire fighting industry in the State of Washington.

Section 4. Supervision.

All signature agencies to this agreement agree to implement Incident Command System (ICS) on all incidents as per WAC 296-305. The incident command system employed shall be the National Incident Management System (NIMS). The officer in charge of the agency requesting assistance (unless said officer has delegated the authority) shall assume the Incident Commander role and responsibility. The supervisors of the parties rendering assistance shall report to the officer in charge and be under said officer's command.

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In addition all agencies shall upon calling for mutual aid under this agreement implement the passport accountability system as adopted by the NCW Chief Association.

Nothing in this Agreement shall change the employment status of any employee or volunteer or make any employee or volunteer of one party an employee or volunteer of any other party.

Section 5. Responsibilities.

The party rendering assistance shall be responsible for the delivery of equipment and manpower as requested, provided, however, that:

- The party requested to render assistance under this Agreement shall not be required to make resources available or render services to any other party when, by so doing, in the opinion of the requested party, an unreasonable danger to lives and/or property of that party's jurisdiction may result.
- The party rendering assistance shall determine what resources and services can reasonably be made available.
- Each party should endeavor to have 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.

Section 6. Payments.

The party requesting assistance under this Agreement shall not be responsible for the payment for services rendered by a responding party. However, the party requesting assistance shall be responsible for providing, at the scene, operating supplies for responding party equipment and food and beverages for responding party personnel, as deemed necessary.

Section 7. Liability.

Each party hereto assumes full responsibility for normal maintenance and repair, and liability for property damage to its own property, personal injury and/or death to its personnel arising out of its performance of this Agreement, when such loss, damage, personal injury and/or death occurs as a result of its own action or inaction, absent the negligence of any other party proximately contributing to such loss or injury.



In the event there is any loss, damage, personal injury, death or property damage 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 attorney fees.

Each party to this Agreement agrees to maintain at all times, at its sole expense, public liability insurance, on an occurrence basis, for the joint and separate protection of itself and the other parties, in the minimum amount of one million dollars (\$1,000,000.00) in case of injury to any person, or in the case of injury to more than one person in the same occurrence, and in the minimum amount of one million dollars (\$1,000,000.00) for property damage.

Section 8. Inventory.

Each party to this Agreement will furnish an inventory of its facilities, equipment, and manpower to the CCSOEM. Said inventories will be reviewed and updated annually by each party.

Section 9. Duration.

This Agreement shall take effect with respect to each party as described in Section 1 of this Agreement and shall remain in force and effect until canceled by mutual agreement of all the parties to the Agreement at any time.

Section 10. Withdrawal.

Any party to this Agreement may terminate that party's participation in this Agreement at any time for any reason upon providing thirty (30) days prior written notice of the party's intent to withdraw to the Chelan County Department of Emergency Management.

Section 11. Superseding Document.

Approval by a party of this Mutual Aid Agreement shall terminate and supersede the previous fire services Mutual Aid Agreement, dated 1992, with respect to that party.

Section 12. Severability.

In the event any provision of this Agreement is held invalid, such invalidity shall not affect other terms of this Agreement which can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared severable.

Section 13. Pre-Emergency Planning / Automatic Aid.

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The commanding officers of each party hereto may, from time to time, mutually establish pre-emergency plans. Which may include automatic mutual aid, which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure proper protection by the responding party within its respective jurisdiction.

Section 14. Counterparts and Facsimiles.

This Agreement may be signed in two or more counterparts, all of which, when considered together, shall constitute one fully executed document. Signatures transmitted by facsimile shall be deemed valid and binding on the parties.

(Six (6) Signature pages to follow)

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In witness whereof, the parties hereto have executed this Agreement as indicated below.

Approved by the city council of the city of Wenatchee, the 27 day of January, 2005.

Signed: Dennis Johnson  
 Mayor: Dennis Johnson MAYOR  
 Attest: Nicki Reister  
 Print Name and Title: VICKI REISTER City Clerk

Approved by the city council of the city of Cashmere, the 11 day of February, 2005.

Signed: George N. Valison  
 Mayor: George N Valison  
 Attest: [Signature]  
 Print Name and Title: Mayor

Approved by the city council of the city of Quincy, the 5 day of April, 2005.

Signed: Dick Zibel  
 Mayor: Dick Zimbelman  
 Attest: Sue Milner FINANC OFFICER/CLERK  
 Print Name and Title: \_\_\_\_\_

Approved by the Commissioners of Chelan County Fire Protection District No. 1 the 12th day of January, 2005

Commission Chair: \_\_\_\_\_  
 Attest: [Signature]  
 Print Name and Title: Mike Compton

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Approved by the Commissioners of Chelan County Fire Protection District No. 3 the  
14 day of JANUARY, 2005

Commission Chair:

Robert Isenhart

Attest: [Signature]

Print Name and Title: ROBERT ISENHART

Approved by the Commissioners of Chelan County Fire Protection District No. 4 the  
22 day of FEB., 2005

Commission Chair:

Bruce Merighi Chief

Attest:

Print Name and Title: BRUCE MERIGHI

Approved by the Commissioners of Chelan County Fire Protection District No. 5 the  
4th day of February, 2005

Commission Chair:

Morgan Pictor

Attest: [Signature]

Print Name and Title: R. Arnold Baker, Chief

Approved by the Commissioners of Chelan County Fire Protection District No. 6 the  
11th day of Feb, 2005

Commission Chair:

Doug Mott

Attest: [Signature]

Print Name and Title: Doug Mott, Commissioner

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Approved by the Commissioners of Chelan County Fire Protection District No. 7 the  
9 day of February, 2005

Commission Chair:

*David J. Clouse*

Attest: *Camilla Kibler*

Print Name and Title: DAVID J. CLOUSE, CHAIR

Approved by the Commissioners of Chelan County Fire Protection District No. 8 the  
13 day of JANUARY, 2005

Commission Chair:

*Charles B. Wolfe*

Attest: *Louise M. Johnson*

Print Name and Title: CHARLES B. WOLFE CHAIRMAN OF BOARD

Approved by the Commissioners of Chelan County Fire Protection District No. 9 the  
19 day of JAN, 2005

Commission Chair:

*William B. Gibbs*

Attest: *Janet A. ...*

Print Name and Title: William B. Gibbs (Chair)

Approved by the Commissioners of Douglas County Fire Protection District No. 1 the  
31 day of March, 2005

Commission Chair:

*Dale E. Jordan, Chief*

Attest: *...*

Print Name and Title: Dale E Jordan Chief

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FIRE DISTRICT #1 OF CHELAN

INAGM# 46.00

Approved by the Commissioners of Douglas County Fire Protection District No. 2 the  
\_\_\_\_\_ day of \_\_\_\_\_, 2005

Commission Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

*See Attached  
PAGE for DCFO # 2*



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Approved by the Commissioners of Douglas County Fire Protection District No. 3 the  
18 day of April, 2005

Commission Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name and Title: DALE W RINKER CHIEF

Approved by the Commissioners of Douglas County Fire Protection District No. 4 the  
1<sup>st</sup> day of May, 2005

Commission Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name and Title: A. Scott Logan Chief

Approved by the Commissioners of Douglas County Fire Protection District No. 5 the  
18 day of April, 2005

Commission Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name and Title: Monty H Black Commission Chair



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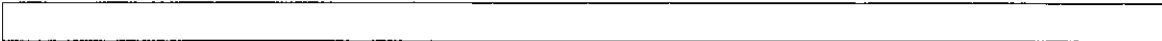
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Approved by the Commissioners of Douglas County Fire Protection District No. 6 the  
 \_\_\_\_\_ day of \_\_\_\_\_, 2005

Commission Chair: \_\_\_\_\_

Attest: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_



Approved by the Commissioners of Douglas County Fire Protection District No. 8 the  
13 day of April, 2005

Commission Chair: Jim Palmer

Attest: Don W. Rushon  
 Print Name and Title: Don W. Rushon Fire Chief

Approved by the Commissioners of Grant County Fire Protection District No. 3 the  
5 day of April, 2005

Commission Chair: James Reppner

Attest: Carmen B. Weber  
 Print Name and Title: Carmen B. Weber

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Approved by the Commissioners of Okanogan County Fire Protection District No. 15 the  
09 day of 05, 2005  
Commission Chair: Philip D. Browlee  
Attest: \_\_\_\_\_  
Print Name and Title: Philip D Browlee, chairman

Approved by the Chelan County Commission the 25 day of July, 2005  
Ron Walter  
Commission Chair  
Attest: Ron Walter  
Print Name and Title: Chair - Commission  
Accepted by Sheriff: \_\_\_\_\_  
Sheriff: MIKE HARUM

Approved by the Douglas County Commission the 22 day of MARCH, 2005  
\_\_\_\_\_  
Commission Chair  
Attest: Ken Stanton  
Print Name and Title: chair  
Accepted by Sheriff: \_\_\_\_\_  
Sheriff: Daniel J. LaRoche

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Approved by the Commissioners of Douglas County Fire Protection District No. 2 the  
15th day of April, 2005

Commission Chair:

Attest:

Print Name and Title: Suanne Robbins  
District Secretary

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Approved by the Commissioners of Douglas County Fire Protection District No. 3 the  
\_\_\_\_\_ day of \_\_\_\_\_, 2005

Commission Chair:

Attest:

Print Name and Title: \_\_\_\_\_

Approved by the Commissioners of Douglas County Fire Protection District No. 4 the  
\_\_\_\_\_ day of \_\_\_\_\_, 2005

Commission Chair:

Attest:

Print Name and Title: \_\_\_\_\_

Approved by the Commissioners of Douglas County Fire Protection District No. 5 the  
\_\_\_\_\_ day of \_\_\_\_\_, 2005

Commission Chair:

Attest:

Print Name and Title: \_\_\_\_\_





In witness whereof, the parties hereto have executed this Agreement as indicated below.

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Approved by the city council of the city of Bridgeport, the 27 day of  
June, 2005.  
Signed: [Signature]  
Mayor: Steven D Jenkins  
Attest: [Signature]  
Print Name and Title: Lolly M Zahn, Clerk/Treasurer

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