

MUTUAL AID INTERLOCAL AGREEMENT BETWEEN WALLA WALLA AND  
COLUMBIA COUNTIES TO SHARE AND COORDINATE SEARCH AND RESCUE  
SERVICES

1. Parties

1.1 Walla Walla County is a Washington County organized under the laws of the State of Washington.

1.2 Columbia County is a Washington County organized under the laws of the State of Washington.

2. Purposes

2.1 RCW Chapter 39.34 authorizes the Counties to jointly exercise powers, privileges, and authority, and to enter into agreements for such purposes.

2.2 RCW 38.52.091 authorizes emergency management organizations to develop mutual aid agreements.

2.3 RCW 38.52.400 states that the Chief Law Enforcement Officer of each political subdivision shall be responsible for local search and rescue activities. RCW 38.52.400 also states that the "local director of emergency management shall work in a coordinating capacity directly supporting all search and rescue activities in that political subdivision and in registering emergency search and rescue workers for employee status."

2.4 Search and Rescue workers and volunteers are a specific category of emergency workers under RCW 38.52.010 and WAC 118-04-100. Search and Rescue workers, volunteers and organizations have duties, responsibilities and protections set forth by state law, particularly, RCW 38.52.180 and RCW 38.52.190.

2.5 The Parties wish to establish a framework to share and coordinate Search and Rescue resources, workers, and expertise, while ensuring proper procedures are followed.

2.6 The Sheriff's Offices work with non-profit corporations to serve as volunteer resources for Search and Rescue.

3. Administrative structure.

3.1 This Agreement does not establish a separate legal entity, and this Agreement does not affect the organization or functions of the parties except as provided below.

3.2. The Walla Walla County Sheriff and Columbia County Sheriff will administer this agreement.

3.3 The Walla Walla County Sheriff and the Columbia County Sheriff will each designate a liaison from each office to work with the Search and Rescue program.

3.4 Search and Rescue incident command shall be the responsibility of the Sheriff's Office with jurisdiction in which the operation occurs. Overall responsibility of Search and Rescue activities shall remain with the Sheriff of the County in which the Search and Rescue activity is occurring. Mission number requests shall be initiated by the Sheriff's Office with jurisdiction as soon as a Search and Rescue emergency callout begins.

3.5 The Walla Walla County Sheriff and Columbia County Sheriff will be responsible for the training, leading and operations of the Search and Rescue Team. The Walla Walla County Sheriff and Columbia County Sheriff will work with Search and Rescue Team members to develop an organizational structure.

3.6 Walla Walla County and Columbia County Emergency Management Directors

will ensure that Search and Rescue workers and volunteers are enrolled as State Emergency Workers pursuant to state law (RCW 38.52.310 and WAC 118-04).

3.7 The Walla Walla County Sheriff and Columbia County Sheriff will ensure that each training and emergency activation has an assigned mission number from the State Military Department pursuant to WAC 118-04-240. For trainings, the Sheriff's Office supervising the training will be responsible for obtaining a training mission number from its respective Emergency Management Director. Out-of-state activities are not authorized without an assigned mission number.

3.8 The Walla Walla County Sheriff and Columbia County Sheriff will create standard procedures for operations and deployment of the Search and Rescue Team.

3.9 Claims for compensation pursuant to RCW 38.52.210 will follow the statutory and Washington Administrative Code procedures. (WAC 118-04-300 through 360). Compensation board hearing, procedural records, and claim preparations are the responsibility of the local emergency management agency director in the jurisdiction in which loss or injury occurred. (WAC 118-04-300 (6)). For missions occurring outside an injured person's jurisdiction of residence, the claimant may file the claim with the local agency in the jurisdiction of residence, provided that the local emergency management agency director in the injured person's jurisdiction of residence coordinates the claim with the local emergency management agency director in the jurisdiction where the mission occurred. (WAC 118-04-320 (3)). The incident commander shall advise the local emergency management agency director in the jurisdiction where any loss or injury occurred as soon as possible and shall provide appropriate and timely documentation. The local emergency management agency director in the jurisdiction where the injury occurred shall notify the Mutual Aid Interlocal Agreement for Search and Rescue

emergency management division of any injuries as soon as possible. WAC 118-04-320 (5).

3.10 Sheriff's Office employees from one County may assist in a Search and Rescue emergency activation in the other County. As the Search and Rescue efforts are mutually beneficial, any total combined worker hours up to 24 hours for one emergency Search and Rescue activation will not be billed. Total combined worker hours in excess of 24 hours for one emergency Search and Rescue activation shall be charged to the other County at an agreed upon hourly rate. Employee hours for training missions are mutually beneficial and will not be billed to the other party, unless otherwise agreed in advance in writing by the Sheriffs.

3.11 Volunteer Search and Rescue Team members from one County will be available for use in the other County. The Parties agree to share roster information to ensure that volunteers are appropriately registered, trained and tracked.

#### 4. Property

This Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Any personal property of the Parties shall remain the property of the Party providing the property.

#### 5. Term and Termination.

5.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by all Parties to the agreement and ends on December 31, 2027, unless it is terminated early as provided herein.

5.2 The term of this agreement may be extended by mutual agreement of the Parties.

5.3 This agreement may be mutually terminated prior to its expiration by written



agreement of the Parties.

5.4 Any Party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other Party at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination.

## 6. Indemnification.

6.1 Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are

adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

6.2 Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. Attorney fees.

The Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

8. Assignment.

No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

9. Third party beneficiaries.

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.

10. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a Party at its address of its principal governmental office in care of its official clerk.

12. Waiver.

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

13. Entire agreement.

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

14. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Filing.

The Clerk of the Boards of County Commissioners shall cause a copy of this Agreement to be posted on the County websites pursuant to RCW 39.34.040.

17. Severability.

If any term, provision, covenant, or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

To this end, the provisions of this Agreement are declared to be severable.

18. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

19. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

Dated this 16<sup>th</sup> day of May, ~~2021~~  
2022.

COUNTY OF WALLA WALLA

Approved as to form:

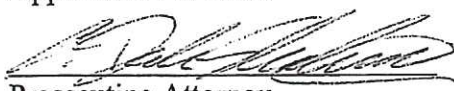
  
Prosecuting Attorney

  
CHAIRMAN OF BOARD OF WALLA  
WALLA COUNTY COMMISSIONERS

  
WALLA WALLA COUNTY SHERIFF

COUNTY OF COLUMBIA

Approved as to form:

  
Prosecuting Attorney

  
CHAIRMAN OF BOARD OF COLUMBIA  
COUNTY COMMISSIONERS

  
COLUMBIA COUNTY SHERIFF