

**ALL HAZARD MASTER MUTUAL AID AGREEMENT
BETWEEN AGENCIES, NON-GOVERNMENTAL GROUPS, AND PRIVATE INDUSTRIES
WITHIN BENTON COUNTY, WASHINGTON**

Table of Contents

Section 1. Introduction..... 3

Section 2. Authorizations and Authorities 4

Section 3. Implementation..... 5

Section 4. Roles and Responsibilities..... 6

Section 5. Requesting and Providing Resources 7

Section 6. Compensation and Reimbursements 8

 a. Compensation –8

 b. Costs –8

 c. Record Keeping – 10

 d. Payment – 10

Section 7. Insurance, Indemnification/Liability, Claims, and Immunity..... 11

Section 8. Interoperable Communications and Information Management..... 12

Section 9. Qualifications and Certifications 14

Section 10. Resource Sharing..... 14

Section 11. Administration 15

Section 12. Signatures i

Appendix B. Definitions/Index..... ii

Annex C - Checklist for an Emergency Operations Plan vi

Section 1. Introduction

This Master Mutual Aid Agreement (MMAA) is made and entered by and between the signatory agencies to this MMAA according to the date when signed by each signatory agency.

It is understood that no community owns all of the resources required for all potential emergencies. By sharing resources the needs of most emergencies can be met on the local or regional basis without declaring an emergency as provided by law to garner materials elsewhere. Sharing resources will bring scarce resources to bear on the emergency faster than receiving outside help. Preplanning through an MMAA will help to ensure efficient utilization of the closest, most appropriate, available resources.

This MMAA between the parties delineated about and signed hereto:

- a. Creates a formal structure for the provision of comprehensive mutual aid between jurisdictions; it is the means for one jurisdiction, or agency, to provide resources, facilities, services and other required support to another jurisdiction, or agency, under specific terms during an incident.
- b. Provides that no party shall be required to unreasonably deplete its own resources in furnishing aid;
- c. Provides that the responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge of such incident and provides for the delegation of authorities to single resources and incident management teams;
- d. Provides that each signatory to this MMAA agrees to develop an operational plan to engage the resources received from and to implement this MMAA in their jurisdictions. Such operational plans must include how resources from all of their participating agencies and private entities that may provide resources during an emergency under this MMAA may be made operational upon request. Each operational plan shall be reviewed by the jurisdiction at least annually;
- e. Provides that each signatory to this MMAA will cause to keep the Southeast Communications Center (SECOMM) computer aided dispatch system up to date on their resources which are available for mutual aid and type-define such resources according to the National Incident Management System (NIMS);
- f. This MMAA does not supersede any other mutual aid agreement the signatories may be a signatory to and it is the jurisdiction's responsibility to resolve any conflicts with other plans.

Section 2. Authorizations and Authorities

- a. Article I, section 10 of the Constitution of the United States permits a state to enter into an agreement or compact with another state, subject to the consent of Congress. Congress, through enactment of Title 50 U.S.C. Sections 2281(g), 2283 and the Executive Department, by issuance of Executive Orders No. 10186 of December 1, 1950, encourages the states to enter into emergency, disaster and civil defense mutual aid agreements or pacts.
- b. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended by Public Law 106-390, October 30, 2000: provides for the federal emergency and disaster response capabilities and rules.
- c. The National Response Framework, which is the United States' plan for emergency response, details that the Chief Elected or Appointed Official of each jurisdiction is responsible for ensuring the public safety and welfare of that jurisdiction. It further states the emergency manager of each jurisdiction has the day-to-day authority and responsibility for overseeing emergency management programs and activities and for coordinating local emergency planning and resources. These activities include the development of mutual aid agreements.
- d. Homeland Security Presidential Directive 5 which implements the National Incident Management System (NIMS) has a critical component which emphasizes mutual aid.
- e. Fire Protection Act of September 20th, 1922 (Stat. 857; 16 U.S.C. 594): describes federal Fish and Wildlife response to wild fire.
- f. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66, 67; 42 U.S.C. 1856, 1856A and 1856B) and Wildfire Suppression Assistance Act of 1989 (102 Stat. 1615): provides the Federal wild fire system to enter into agreements to suppress wild fires.
- g. Federal Fire Prevention and Control Act of October 29, 1974 (88 Stat. 1535; 15 U.S.C. 2201) and Supplemental Appropriation Act of September 19, 1982 (96 Stat. 837): provides the U.S. Interior Department policy for the emergency stabilization and rehabilitation on bureau lands and Indian trust lands following wildland fire.
- h. RCW 38.52.091 sets forth the requirements and content needed for mutual aid agreements.
- i. RCW 38.52.180 provides certain immunities from liability for registered emergency workers within the scope of their assignments.
- j. RCW 39.34.030 sets forth the requirements of and between jurisdictions to enter into agreements for joint or cooperative actions.
- k. RCW 43.43.960-975 sets forth requirements for the Washington State Fire Service Mobilization.
- l. RCW 52 regarding Fire Protection Districts.
- m. WAC 118.04 describes the Washington State Emergency Worker Program.
- n. Chapter 5.04 Emergency Management of the Benton County Code which outlines the duties and service provision of emergency management in Benton County, Washington. Within these provisions are the duties to provide for emergency plans and to seek cooperation between services.

Section 3. Implementation

- a. All signers to this MMAA shall utilize the National Incident Management System (NIMS) and the Incident Command System (ICS) when responding to, commanding, or planning for emergencies within Benton County.
- b. The designated Incident Commander of an emergency situation may call for mutual aid resources under this MMAA.
- c. Requests for mutual aid resources will be made through the host dispatch center.
- d. Each party to this MMAA shall develop a plan known as an Operations Plan providing for the effective mobilization and utilization of its resources to assist with and support emergency or disaster response. Such plans shall list the resources and services that can be made available by the parties to this MMAA and shall indicate the method and manner by which such resources and services can be utilized by the other parties. The plan must further cover the NIMS requirements for Operations Plans as outlined within the checklist included in Annex C:
- e. Each party to this MMAA agrees to furnish those resources and services to each other as necessary to assist in the combating of emergencies or disasters in accordance with the adopted Operations Plans.
- f. Personnel sent to render aid under this MMAA remain the employee of the sending agency. Their duties under mutual aid will be directed by the Incident Commander.
- g. Resources sent will be in good and safe working condition and of the type requested unless otherwise approved by the Incident Commander. Resource list will be included within the operations plan.
- h. Although an Incident Commander shall expect requested aid to be sent as outlined under this MMAA, any jurisdiction may refuse the request for mutual aid. No jurisdiction will be expected to deplete their resources under a mutual aid request.
- i. A jurisdiction may withdraw their resources from a mutual aid circumstance upon timely notice to the Incident Commander. At no time should this withdrawal put the requesting jurisdiction in immediate risk of injury to personnel or damage to property. Every attempt will be made by the sending jurisdiction to provide the aid requested until replacement resources can be found or the Incident Commander can place all emergency personnel in safe conditions as a result of the withdrawal.
- j. At such time resources requested are no longer available to an Incident Commander and the emergency has not abated and is not improving, an emergency may be declared by the jurisdiction's chief executive or other person delegated that authority. The emergency will be defined as is allowed by the jurisdiction's rules, codes, laws or other authorities. Should the jurisdiction be overwhelmed and no longer able to manage the incident with available resources, Benton County may declare an emergency and request help from other counties or the State of Washington.
- k. At the earliest possible time during an emergency, a demobilization plan will be created or made to be created by the Incident Commander for all resources requested under this MMAA.

Section 4. Roles and Responsibilities

All parties to this MMAA will:

- a. Develop a capability to take care of their own employees and internal functions so that they can reliably carry out their critical functions and services under emergency conditions.
- b. Strive to develop facilities that have a reduced vulnerability to hazards.
- c. Acquire and manage appropriate equipment, and train personnel to carry out their internal responsibilities and support regional efforts.
- d. Develop and test internal plans to manage their response as it links to this MMAA and developed Operations Plans.
- e. Participate in other mutual aid agreements and develop the capability to accommodate/support incoming resources from assisting agencies.
- f. Maintain or develop a mechanism for proclaiming an emergency.
- g. Participate in further planning efforts in specific functional areas to create Emergency Support Functions (ESFs), which are consistent with existing procedures and developed Operations Plans.
- h. Share in the collective effort to educate area residents, employees, customers, clients, and the community to disaster preparedness fundamentals.
- i. Commit to providing a prompt reply to any request for support within Benton County.
- j. Participate in maintaining a single point of contact for gathering and disseminating damage information, resource requests, and response priorities within their jurisdiction, community and/or organization.
- k. Participate in the development of, and sign onto, the requisite Operations Plans.

Requesting Parties will:

- a. First use appropriate organizational resources to address the emergency.
- b. Request and use any available mutual aid resources.
- c. Request a mission number from Washington State Emergency Management Division when deemed appropriate by BCEM .
- d. Proclaim an emergency before requesting assistance from others.
- e. Communicate its damage assessment information, resource request, and response priorities to BCEM.
- f. Utilize the National Incident Management System (NIMS) to provide direction for resources being utilized in response to the event.

Assisting Parties will:

- a. Assess internal capabilities and provide a prompt reply to any request for support from a requesting party, as provided in their Operations Plans.
- b. Deploy, or deliver, resources and services in a timely manner once a commitment is made.
- c. Document all communications, decisions, activities, deployments, and deliveries.
- d. Maintain avenues of communication with employees who have been deployed.
- e. Perform field operations or coordinating functions under the guidance of the on-scene Incident Commander.

- f. Demobilize and provide timely activity reports and final documentation.

Section 5. Requesting and Providing Resources

- a. The underlying concepts for resource management in this MMAA are that:
 - i. It provides a uniform method of identifying, acquiring, allocating, and tracking resources.
 - ii. It uses effective mutual-aid assistance, which is enabled by the standardized classification of kinds and types of resources required to support the incident management organization.
 - iii. It uses a credentialing system tied to uniform training and certification standards to ensure that requested personnel are successfully integrated into ongoing incident operations. It assumes the certifying or credentialing organization has assured the criteria have been met by their employee or resource for their certification or credential.
 - iv. Its coordination is the responsibility of the affected Emergency Operations Centers (EOC) and/or Multi-Agency Coordination (MAC) Group(s), as well as specific elements of the Incident Command System (ICS) structure.
 - v. It may also encompass resources contributed by private sector and non-governmental organizations.
- b. All available resources within the context of this MMAA are to be categorized by size, capacity, capability, skill, and other characteristics (Kind and Type). A database of Benton County resources shall be developed, managed, and maintained by BCEM and resources shall be classified by kind and type. This makes the resource ordering and dispatch process within jurisdictions, across jurisdictions, and between governmental and non-governmental entities more efficient and ensures that Incident Commanders (IC) receive resources appropriate to their needs.
- c. Resources to be identified in this way include supplies, equipment, facilities, incident management personnel and/or emergency response teams.
- d. If a requesting party is unable to describe an item using the resource type or classification system, the requesting party's communications center may provide technical information to enable the requirements to be defined and translated into a specification.
- e. Requests for items that the IC cannot obtain locally are submitted through the communications center supporting the incident to the EOC or MAC Group using standardized resource-ordering procedures. If the communications center or EOC is unable to fill the order locally, the order is to be forwarded up to the next level - generally an adjacent local, State, regional EOC, or MAC Group.
- f. Incident assigned personnel begin mobilizing when notified through established channels. At the time of notification they are given:

- i. the date, time, and place of departure;
 - ii. mode of transportation to the incident, if necessary;
 - iii. estimated date (if necessary) and time of arrival;
 - iv. reporting location (address, contact name, and phone number);
 - v. anticipated incident assignment;
 - vi. anticipated duration of deployment;
 - vii. resource order number (if available);
 - viii. incident number (if necessary); and
 - ix. applicable cost and funding codes (if necessary).
- g. The resource tracking and mobilization processes are directly linked. When resources arrive on scene, they must formally check in with the IC, Division Supervisor, Staging, or Check-In (Per ICS). Check in starts the on-scene, in-processing and validates the order requirements. Notification that the resource has arrived is sent back through the system.

Section 6. Compensation and Reimbursements

a. Compensation –

The parties agree that the resources available under this MMAA from each are equivalent by type or credential and agree that the availability and provision of such constitute consideration under this MMAA .

b. Costs –

The terms and conditions governing reimbursement for any assistance under this MMAA shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties.

- i. Personnel – During the Initial Operations period of assistance, the Assisting Party shall continue to pay its employees according to its prevailing ordinances, rules, and regulations. This is considered to be the period of mutual aid. During Extended Operations or declared emergency the Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred excepting worker's compensation due to injuries or death occurring while such employees are engaged in rendering aid under this MMAA . Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their respective employees. Personnel, including those assigned to an Incident Management Team (IMT), must have adequate rest and recuperation time, and facilities should be provided. Mobilization guides developed at each jurisdictional level and within functional agencies provide appropriate rest and recuperation time guidelines. Important occupational health and mental health issues must also be addressed, including monitoring how such events affect emergency responders over time.

- ii. Equipment/non-expendable resources– The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during Extended Operations according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228 or by the Washington State Fire Service Mobilization for firefighting equipment.

The Assisting Party shall pay for all repairs to its equipment deemed necessary by its on-site supervisors to maintain such equipment in a safe and operable condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total charges, if any, to the Requesting Party shall be reduced by the total value of fuels, supplies, and repairs provided by the Requesting Party. When damage or loss occurs to a non-expendable resource it should be fully accounted for at the incident site and again when they are returned to the home unit. The requesting party is responsible to restore the resource to a fully functional capability, if possible. Destroyed beyond repair and/or lost items should be replaced through the incident Supply Unit, by the organization with invoicing responsibility for the incident, or as defined in the Operations Plan.

- iii. Materials and Supplies/expendable resources– The Assisting Party shall cover all costs for all materials and supplies furnished by it and used or damaged during the period of mutual aid, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Requesting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during mutual aid.

Under declared emergencies or extended operations, reimbursements may be available. Generally, the measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or by the Washington State Fire Service Mobilization for firefighting expendable materials. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. Materials and Supplies/expendable resources are also fully accounted for at the incident and by the assisting agency upon return. Restocking may occur at the incident or at the point from which a resource was deployed. The incident management organization may bear the costs of expendable resources, as authorized in preplanned financial agreements or as defined in the Operations Plans.

Returned resources that are not in restorable condition--whether expendable or non-expendable--must be declared as excess according to established regulations and policies of the controlling entity. Waste management is of special note in the process of recovering resources. Resources that require special handling and disposition (e.g., biological waste and

contaminated supplies, debris, and equipment) are dealt with according to established regulations and policies.

- iv. Other Cost Allocations - Some Parties to this MMAA may be charging for services or contracting to provide services under a cost allocation formula. For example:

An agency may contract with a federal land management agency to provide services to lands outside their jurisdictional boundary.

An agency may provide medical services outside their jurisdiction on a per incident basis.

Agencies will determine and document, in the Operations Plans, who will be responsible for costs incurred by assisting agencies and these resources will be provided under separate Contracts for Services outside of this MMAA.

- c. Record Keeping –

The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party using the format used by their respective administrative agency. Additional forms and procedures may be required by FEMA publications, including 44 CFR, Part 13, applicable Office of Management and Budget Circulars, and State requirements if the disaster provides for reimbursements through the State from FEMA. Requesting Party and Division finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

- d. Payment –

Unless otherwise mutually agreed in a written acknowledgment or contract for service, the Assisting Party absorbs the cost for all reimbursable expenses. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

- e. Reimbursement –

Any Requesting Party may reimburse the Assisting Party rendering aid under this system. An Assisting Party may determine to donate assets of any kind to a Requesting Party.

Should a dispute arise between Parties to the MMAA regarding reimbursement, involved Parties will make every effort to resolve the dispute within 30 days of written notice of the dispute by the Party asserting non-compliance. In the event that the dispute is not resolved within 90 days of the notice of the claim, either Party may request the dispute be solved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.

Personnel of a Party responding to or rendering assistance for a request who sustain injury or death in the course of, and arising out of, their employment are entitled to all applicable benefits normally

available to personnel while performing their duties for their employer. Responders shall receive any additional state and federal benefits that may be available to them for line of duty deaths.

Section 7. Insurance, Indemnification/Liability, Claims, and Immunity

- a. All activities performed under this MMAA are deemed hereby to be governmental functions. For the purposes of liability, all persons responding under the operational control of the requesting political subdivision are deemed to be employees of the assisting political subdivision.
- b. Insurance –Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this MMAA.. No eligibility or protection offered under chapter 38.52 RCW will replace other state mandated insurance coverage required for vehicles, vessels, boats, or aircraft except as specified in 38.52.180 RCW. All resources are to be covered for general liability, inland marine, auto liability and auto physical damage by the Assisting Party.
- c. Liability: Each Agency shall be responsible for the wrongful or negligent actions of its employees as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.
 - i. To that end, each Agency promises to hold harmless and release all the other participating Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
 - ii. Nothing herein shall be interpreted to:
 - a). Waive any defense arising out of RCW Title 51.
 - b). Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment
 - c). Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of

the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

- d. Immunity from Liability, Volunteer Emergency Workers – Duly registered volunteer emergency workers are exempt from some liability or covered for liability by the State of Washington according to 38.52.180 RCW and 118.04 WAC. All parties to this MMAA agree to register all of their volunteers as emergency workers with Benton County Emergency Management. 118-04 WAC discusses volunteer emergency workers and their class scopes of duty. Each Party agrees to be familiar with these class scopes of duty and understand who is or is not a volunteer emergency worker under the RCW and WAC.
- e. Evidence Search, Training Event and Mission Numbers –The State of Washington Emergency Management Division will issue evidence search numbers, training event numbers and mission numbers for use when training, meeting with, or using emergency workers in an actual incident. Evidence search and training event numbers provide liability coverage for training events and meetings under 38.52 RCW. A mission number or evidence search number provides coverage for emergency workers during actual missions as well as setting up a reference number for incident resources requested from the State, should there be any. Parties to this MMAA will request training event numbers and mission numbers through the Benton County Emergency Management Manager or other local authorized official when using emergency workers according to 118.04 WAC and 38.52 RCW.

Section 8. Interoperable Communications and Information Management

Effective communications, information management, and information and intelligence sharing are critical aspects of domestic incident management. Establishing and maintaining a common operating picture and ensuring accessibility and interoperability are principal goals of communications and information management.

- a. A common operating picture and systems interoperability provide the framework necessary to:
 - i. Formulate and disseminate indications and warnings
 - ii. Formulate, execute, and communicate operational decisions at an incident site, as well as between incident management entities across jurisdiction and functional agency lines.
 - iii. Prepare for potential requirements and requests supporting incident management activities; and
 - iv. Develop and maintain overall awareness and understanding of an incident within and across jurisdictions.

- b. Prior to an incident, entities responsible for taking appropriate pre-incident actions use communications and information management processes and systems to inform and guide various critical activities. These actions include mobilization or pre-deployment of resources, as well as strategic planning by preparedness organizations, MAC Groups, agency executives, jurisdictional authorities, and EOC personnel. During an incident, incident management personnel use communications and information processes and systems to convey the formulation, coordination, and execution of operational decisions and requests for assistance.
- c. The Parties to this MMAA recognize the importance of interoperable communications for command and control of an incident. Agencies receiving assistance under this MMAA will be responsible for establishing an appropriate communications link with all responding agencies prior to incident assignment. Agencies providing assistance agree not to engage their resources to the mitigation of an incident until such time as effective communications are established.
- d. Incident communications typically fall into four levels. Responsibility to ensure interoperable communications and information sharing changes at each level;

Level 1 - These incidents involve a single discipline responding within a single jurisdiction. Communications between the responders is established and requires no further action. The on-scene IC is responsible to ensure appropriate communications and information sharing.

Level 2 - Multiple disciplines responding within a single jurisdiction. Communications systems are usually compatible but current concept of operations may include response on individual frequencies with a dispatcher assigned to each frequency. The host agency communications center will be responsible to establish communications and information sharing links.

Level 3 - Multiple disciplines and jurisdictions responding within a single jurisdiction. In this scenario you may encounter compatible and non-compatible communications systems. Establishment of effective interoperable communications and information sharing will initially be the responsibility of the host agency communications center. However, the hosting agency EOC is ultimately responsible to establish and maintain interoperable communications and information sharing. This responsibility should be moved from the communications center to the EOC as rapidly as possible.

Level 4 - Multiple disciplines, jurisdictions and levels of government responding throughout multiple jurisdictions. While this scenario is probably a very rare event communications plans must be established to minimize conflict and maximize the safety and utilization of resources. Interoperable communications and information sharing planning for and resources for this event are the responsibility of local and State Emergency Management programs.

Section 9. Qualifications and Certifications

- a. The development of a national credentialing system is a fundamental component of the National Incident Management System (NIMS). According to the NIMS, “credentialing involves the provision of documentation that can authenticate and verify the certification and identity of designated incident managers and emergency responders” to ensure that response personnel “possess a minimum common level of training, currency, experience, physical and medical fitness, and capability” for the roles they are tasked to fill.
- b. The NIMS Integration Center (NIC) initiated the development of a national credentialing system to help governments at all levels identify, request and dispatch qualified emergency responders from other jurisdictions when needed.
- c. A national credentialing system ensures that personnel resources requested from another jurisdiction to assist in a response operation are adequately trained and skilled. A national system to verify the identity and qualifications of emergency responders will not provide automatic access to an incident site. This system can serve to prevent unauthorized – self-dispatched or unqualified personnel – access to an incident site.
- d. If a person or entity holds a license, certificate or other permit issued by a participating party or the state evidencing qualification in a professional, mechanical or other skill and the assistance of that person or entity is requested by a participating party, the person or entity shall be deemed to be licensed, certified or permitted with the party requesting assistance for the duration of the declared emergency or authorized drills or exercises and subject to any limitations and conditions the chief executive of the participating party receiving the assistance may prescribe by executive order or otherwise. The party owning or employing a resource is responsible to verify or certify the credentials of a resource.

Section 10. Resource Sharing

- a. Incident Resources refer to the combination of personnel and equipment required to enable incident management operations. Resources may be organized and managed in three different ways, depending on the requirements of the incident:
 - i. Single Resources- These are individual personnel and equipment items and the operators associated with them.
 - ii. Task Forces - A Task Force is any combination of resources assembled and requested by the Incident Commander in support of a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.
 - iii. Strike Teams - Strike Teams are a set number of resources of the same kind and type that have an established minimum number of personnel.

- iv. The use of Strike Teams and Task Forces is encouraged, wherever possible, to optimize the use of resources, reduce the span of control over a large number of single resources, and reduce the complexity of incident management coordination and communications.
- b. The Incident Management Team (IMT) is comprised of interagency management level representatives operating under ICS as section chiefs or other designated management functions. This Team functions under a delegation of authority from the governmental agency requesting the Team. The Teams function is to assume overall management of the on-scene functions of the incident, including coordination and support of operations and resources, planning, maintaining status and cost of resources utilized, record property losses, recommend needed disaster declarations and other major governmental actions.

Section 11. Administration


- a. Term –This MMAA shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by a Party to this MMAA . Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Manager, Benton County Emergency Management. Notice of termination shall not relieve the withdrawing Participating Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Manager to all Parties of this MMAA .
- b. Effective Date of this MMAA –This Master Mutual Aid Agreement shall become effective as to each party when adopted by resolution and executed by the governing body of the Party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this MMAA, until participation in this MMAA is terminated by the party. The Manager shall issue an annual report, with updates as needed, to all parties identifying the parties to this MMAA.
- c. Severability, Effects on Other Agreements – Should any portion, section, or subsection of this MMAA be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this MMAA shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated. The termination by one or more of the parties of its participation in this MMAA shall not affect the operation of this MMAA as between the other parties thereto.
- d. Dispute Resolution –In the event of any controversy, which may arise out of this Master Mutual Aid Agreement, the parties agree that the matter shall be arbitrated. The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needs.

Section 12. Signatures

Each jurisdiction wishing to participate in this agreement shall use the legislative tools necessary to authorize their participation and to determine who within their jurisdiction is authorized to enter into said agreement by signing below. This agreement shall become valid as soon as two or more jurisdictions authorize their participation by signing. Each jurisdiction will sign a separate authorization sheet that will be attached to the agreement.

The undersigned warrant and represent that they are duly authorized to bind the jurisdiction represented by the undersigned as a party to this Master Mutual Aid Agreement, and that the jurisdiction represented by the undersigned is authorized to participate in and carry out the functions required of this Master Mutual Aid Agreement.

Authorized Signature


Cynthia D. Johnson
City Manager
City of Richland

Date

11/30/09

Appendix B. Definitions/Index

The glossary of terms and definitions included below are adopted by the Parties and provide a common, standardized understanding of terminology commonly used in emergency management. These terms are identified in the federal resource typing initiative and are to be used in the development of EOPs.

A

Arbitration: the use of an unbiased third party to resolve disputes. · 11, 15

Assisting Parties: The jurisdiction providing aid to another jurisdiction as authorized under this Master Mutual Aid Agreement. · 6, 8, 9, 10, 11

B

Benton County Emergency Management : The agency formed by an interlocal agreement between the political jurisdictions within Benton County, Washington to provide required emergency management services. · 6, 12, 15, 16

C

Compensation: Payment for materials, service, or losses. · 8

Costs: Personnel, equipment, non-expendible resources, materials and supplies, and other outlay that may or may not be reimbursable under this agreement. · 8

Credential: credentialing: uniform training and certification standards. The employer or sponsor of an individual is expected to verify the credentials of its employees and volunteers. · 7, 8, 14

D

Declared emergencies: the official action from a jurisdiction to announce an emergency is likely to exceed local capabilities. Generally, jurisdictional approval of this declaration puts the next level of governmental jurisdiction on notice that the declaring jurisdiction is likely to exceed their capability to respond to a particular emergency and they may need assistance beyond mutual aid. It may also allow the jurisdiction to suspend certain laws, codes, activities, government employment conditions and other things to help to mitigate or respond to the emergency, depending on the jurisdictions legal authority. · 8, 9

Demobilization plan: demobilization plan: a written plan to downsize the response to an incident as the situation is mitigated and resources are no longer required. It includes accountability for resources used and compensation that may be required. · 6, 7

Delegation of Authority: The transfer of management authority for actions during an incident is done through the execution of a written delegation of authority from an Agency to the Incident Commander. This procedure facilitates the transition between incident management levels. The delegation of authority is a part of the briefing package provided to an incoming incident management team. It should contain both the delegation of authority and specific limitations to that authority. 3

E

- Emergency:** any occurrence, or threat thereof including, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any part to this agreement causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected party or parties, in terms of personnel, equipment and facilities, thereby requiring assistance.
- Emergency Operations Centers:** A physical location where strategies are developed and resource allocation decisions are made by those with authority to make such decisions. · 7
- Emergency Operations Plan:** A community's plan for mitigating, responding to, recovering from, and planning for emergencies and disasters within the community. · 5, 6, 9
- Emergency Support Functions:** Functional areas of emergency response and emergency support as outlined in an EOP. · 6
- Emergency Worker :** Volunteer emergency workers are defined within Washington State Revised Code. · 4
- EOC** · See emergency operations center
- EOP** · See Emergency Operations Plan
- ESF** · See emergency support functions
- Evidence Search:** Mission number assigned by Washington State EMD through BCEM or other local authority to track accountability and costs of evidence searches and to provide volunteers with liability protection. · 12
- Expendable resources:** Miscellaneous supplies and materials normally expected to be consumed during an incident or activity. · 9
- Extended Operations:** phase of an incident when initial operations capabilities have been exceeded as determined by the IC. Mutual aid has been exhausted at this point and more outside resources are being ordered. · 8, 9

F

- Federal Emergency Management Agency:** The division within U.S. Homeland security that is the liaison and federal response agency for major emergencies and disasters. · 9

I

- IC** · See incident commander
- Immunity:** Duly registered volunteer emergency workers are exempt from some liability or covered for liability by the State of Washington according to 38.52.180 RCW and 118.04 WAC. · 11, 12
- IMT** · See incident management team
- Incident Command System:** The Incident Command System, or ICS, is a standardized, on-scene, all-hazard incident management concept. ICS allows its users to adopt an integrated organizational structure to match the complexities and demands of single or multiple incidents without being hindered by jurisdictional boundaries. It is the tactical all-hazard command system for managing the field tactics in incidents. It is flexible and scalable for the size or complexity of an incident organized under a common framework so disparate agencies can work together effectively and efficiently. · 5, 7
- Incident Commander:** is the person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The Incident Commander sets priorities and defines the organization. · 5, 6, 7, 14, vi
- Incident Management Team.** · 8
- Incident Management Team:** a trained incident command system team, type defined by the complexity of an incident, which manages an incident according to what has been assigned to them through an official, signed document by an agency or MAC group. That document and act is known as a delegation of authority. · 3
- Indemnification/Liability:** means to hold harmless. · 11
- Initial Operations period:** action taken by resources first to arrive at an incident and has not exceeded mutual aid capabilities as determined by the IC. · 8
- Insurance** · 11

Interoperable Communications: Common operating picture for getting a message or communication efficiently and quickly to where it needs to go. Interaoperable communications includes telecommunications that can communicate with each other, common terminology, common forms, shared intelligence, and so forth. · 12

L

Liability · 11

M

MAC Group: Multi Agency Coordinating Groups consist of the policy makers in Benton County. They are the individuals that had authority to assign their jurisdiction's resources outside of their jurisdiction. · 7, 13

Master Mutual Aid Agreement (MMAA): Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment. · 3, 6, 15, 16, i

Mission Numbers: The Washington State Emergency Management Division shall assign a mission number to approved missions or other emergency activities. The local authorized official shall notify emergency management division as soon as practical of all missions or other emergency activities under their jurisdiction and request the assignment of a mission number. The mission number assigned shall be a reference for the dispatch of resources to assist in the mission, recordkeeping, and reimbursement of any emergency worker compensation claims filed in connection with that mission. 6, · 12

MMAA ·see Master Mutual Aid Agreement

N

National Incident Management System: The national standard for managing incidents that requires the implementation of ICS. · 3, 4, 5, 6, 14

NIC · See NIMS Integration Center

NIMS · see National Incident Management System

NIMS Integration Center: The FEMA Division that oversees all aspects of NIMS including the development of compliance criteria and implementation activities at federal, state and local levels. It provides guidance and support to jurisdictions and incident management and responder organizations as they adopt the system. · 14

Non-expendable resource: resources that are routinely expected to be useful at the end of an incident, such as, but not limited to, equipment and tools. · 9

O

Operational plan: the Party's strategic plan for implementing this MMAA and for delineating how the Party will respond to emergencies. · 3

P

Party to this MMAA: any jurisdiction or entity that is signatory to this MMAA. · 5

Q

Qualifications and Certifications: credentialing involves the provision of documentation that can authenticate and verify the certification and identity of designated incident managers and emergency responders” to ensure that response personnel

“possess a minimum common level of training, currency, experience, physical and medical fitness, and capability” for the roles they are tasked to fill. Credentials must be verified by the home agency of the resource with the credential. · 14

R

Reimbursable expenses: Any agreed-to service or resource the Requesting Party has agreed to pay the Assisting Party. Under a declared emergency, reimbursements from the State or Federal Government may also be allowed. · 10

Requesting Parties : The jurisdiction requesting mutual aid from another jurisdiction as authorized under this MMAA. · 6, 7, 8, 9, 10

Resources: Personnel, overhead, equipment, services and supplies available, or potentially available, for assignment to incidents. · 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16

S

Severability · 15

Single Resources: An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident. · 14

Span of control: To limit the number of responsibilities and resources being managed by any individual, the ICS requires that any single person's span of control should be between three and seven, with five being ideal. · 15

Staging: Staging areas are established for check in and temporary location of available resources. · 8

Strike Teams: Specified combinations of the same kind and type of resources, with common communications, and a leader. · 15

T

Task Forces: a grouping of unlike resources to perform a specific mission or task as ordered by the IC. · 14, 15

Training Event · 12

Type, types, typing: The NIMS/ICS method for describing resources according to size and capabilities. Typing resources allows an IC to know exactly what they are ordering and will receive. · 7

W

Washington State Fire Service Mobilization · 4, 9

Annex C - Checklist for an Emergency Operations Plan

EOP Title	Checklist	Adoption Date
Defines the scope of preparedness and incident management activities necessary for the jurisdiction.	<input type="checkbox"/>	
Describes organizational structures, roles and responsibilities, policies, and protocols for providing emergency support.	<input type="checkbox"/>	
Facilitates response and short-term recovery activities.	<input type="checkbox"/>	
Is flexible enough to use in all emergencies relevant to the agency.	<input type="checkbox"/>	
Describes the EOP purpose.	<input type="checkbox"/>	
Describes the EOP situation and assumptions.	<input type="checkbox"/>	
Describes the EOP concept of operations.	<input type="checkbox"/>	
Describes the EOP organization and assignment of responsibilities.	<input type="checkbox"/>	
Describes the administration and logistics of the EOP.	<input type="checkbox"/>	
Describes the jurisdiction's means of funding emergency responses including extra-ordinary expenses during declared disasters	<input type="checkbox"/>	
Describes EOP development and maintenance.	<input type="checkbox"/>	
Describes the EOP authorities and references.	<input type="checkbox"/>	
Contains functional annexes.	<input type="checkbox"/>	
Contains hazard-specific appendices.	<input type="checkbox"/>	
Contains a glossary.	<input type="checkbox"/>	
Pre-designates jurisdictional and/or functional area representatives to the Incident Commander (IC) or Unified Command (UC) whenever possible.	<input type="checkbox"/>	
Includes pre-incident and post-incident public awareness, education, and communications plans and protocols.	<input type="checkbox"/>	



BENTON COUNTY EMERGENCY SERVICES



Emergency Management
Fax: (509) 628-2621

651 Truman Avenue
Richland, Washington 99352
(509) 628-2600

Southeast Communications Center
Fax: (509) 628-2622

November 5, 2009

Mayor
City of Richland
PO Box 190
Richland, WA 99352

Dear Sir or Madam,

Enclosed is a copy of the final version of a Master Mutual Aid Agreement (MMAA) for signing by jurisdictions and non-governmental agencies within Benton County.

It provides a set of uniform rules and guidelines for sharing scarce resources during emergencies. The traditional mutual aid agreement was between fire departments. This agreement includes any authority that has equipment or other resources that may be needed. Included in the resource list being developed from this agreement will be people, dump trucks, heavy equipment, special equipment, signage, etc.

The MMAA was developed and vetted by a committee assigned to the task by the Benton County Emergency Services Executive Board and includes representation from city administration, County Commissioners, fire services, law enforcement, risk management, emergency management and the American Red Cross. It was circulated to all of the Benton County jurisdictions for final review and comments in June, and again in October due to changes made from reviewer recommendations.

It is now being presented back to the jurisdictions for signing, should they wish to participate in sharing resources during large emergencies and disasters. The signor for each jurisdiction should have authority from their jurisdiction to dedicate resources under the MMAA. Each jurisdiction should be prepared to develop an operations plan detailing how they will organize in emergencies and how the MMAA will be implemented by them. My staff will be assigned as a major part of their work effort next year, to assist in plan development. To join the MMAA cadre, the jurisdiction needs to take whatever action is required according to their rules, bylaws, or codes to approve the MMAA. When an original signed signature page is received by BCEM, it will be added to the MMAA and the jurisdiction will be an official participant. If you would like an electronic version, send me an e-mail at:

h.spencer@bces.wa.gov

Thank you for your help in moving this important agreement forward to better protect our community!

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Spencer".

Robert E. Spencer, Manager
Benton County Emergency Management