

MEMORANDUM OF UNDERSTANDING BETWEEN
LEWIS COUNTY EMERGENCY MANAGEMENT AND LEWIS COUNTY SAR COUNCIL
Memorandum of Understanding for Search & Rescue Volunteer Fuel Reimbursement
Between the **Lewis County Division of Emergency Management** and the **Lewis County Search & Rescue Council**.

September 15, 2020

I. Purpose

This agreement between the **Lewis County Division of Emergency Management** and the **Lewis County Search & Rescue Council – SAR Council** provides a framework for the cooperation between the parties for the dispersal of funds to individuals for reimbursement for Search & Rescue Missions within Lewis County, under a 24 hour period.

Pursuant to this agreement, the **Lewis County Search & Rescue Council – SAR Council** will assist the **Lewis County Division of Emergency Management** with collecting and tracking requests, submitting an encompassing request of all SAR council members and then dispersing reimbursement funds to individuals per their claim of mileage during an active mission.

II. Definitions

SAR Council – Lewis County Search & Rescue Council is a non-profit organization that provides support to the Sheriff's Office through training and education of its search and rescue unit members.

Lewis County Search and Rescue – The Lewis County Search and Rescue program is under the guidance and direction of the Lewis County Sheriff and his designees. The program is greatly dependent upon the efforts of volunteers from the local communities.

DEM – Lewis County Division of Emergency Management

Lewis County Mission – Search and Rescue volunteers are requested by the Lewis County Sheriff's Office to perform Search and Rescue operations. For the purpose of this memorandum of understanding, a Lewis County Mission is an operation that from the time of notification through the time of completion is less than 24 hours and does not involve travel outside of Lewis County. Once an active search and rescue mission exceeds 24 hours or Search and Rescue members respond outside of Lewis County, the State of Washington will offer fuel reimbursement.

III. Scope of Agreement

- A. This agreement provides that Lewis County will distribute funds directly to the SAR council in order for them to distribute directly to the Lewis County Search and Rescue individual members.
- B. The SAR Council will collect mileage claims from individual search and rescue members who drove a vehicle in response to a Lewis County Mission. The SAR Council will compile the mileage claims and submit one claim request to DEM for mileage reimbursement. The claim for mileage reimbursement is only for the driver of a vehicle used during a Lewis County Mission. The claim will contain the mileage driven by each individual, their names and signatures, the State issued Mission Number, dates and times of the mission.
- C. The total amount available for Lewis County Search and Rescue mileage reimbursement will be capped at \$1,000.00 during a fiscal year.
- D. This agreement does not prevent an individual Search and Rescue member from submitting a claim directly to DEM for mileage reimbursement without involvement from the SAR Council.

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IV. Procedures

A. Mileage Request

1. During a search and rescue mission within Lewis County by a registered Search and Rescue Volunteer. The individual volunteer will track the mileage they drove.
2. The Lewis County SAR Council will collect those mileage reports and reimbursement requests from individual volunteers after the mission is complete.
3. The SAR council will then compile them into one Claim for Reimbursement request and submit the request to DEM. The Mileage will be reimbursed based upon the annually reviewed and approved amount per mile as stipulated by the Lewis County Board of County Commissioners.
4. Once approved and processed, the Lewis County Auditor's Office will issue a check to the SAR Council.
5. The SAR Council will distribute funds to search and rescue volunteers per their report of mileage.

V. Terms

- A. This agreement will be effective on the date of the last signature thereto and will continue until rescinded, upon 30 days written notice, by either party.
- B. The Chair Person of the Lewis County SAR Council and the Deputy Director of DEM shall be responsible for that annual review.

VI. Administration

This Memorandum of Understanding does not create a separate entity. This MOU shall be jointly administered by Lewis County DEM & the Lewis County SAR Council.

VII. Modifications

Either party may request changes in the MOU. Any and all agreed modifications shall be in writing, signed by each of the parties.

VIII. Termination

Either Party may terminate this MOU upon 30 days' prior written notification to the other Party. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

IX. Termination for Public Convenience

Either Party may terminate the MOU, in whole or in part, whenever the terminating Party determines, in its sole discretion that such termination is in the interests of the terminating Party. Whenever the MOU is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit MOU prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the MOU price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this MOU by Party at any time during the term for convenience, shall not constitute a breach of MOU by the terminating Party.

Initials 

X. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension, or limitation of funding in any way after the effective date of this MOU and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this MOU. Notice may include notice by facsimile or email to the MOU's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend.

During the period of suspension of performance, each Party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; e.g. the failure of the State of Washington to pass a budget by a date specified in the notice.

When the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the MOU will be terminated retroactive to the original date of suspension of performance. If the funding issue is not resolved, the Parties may terminate the MOU under the "Termination for Convenience" clause.

XI. Defense and Indemnity MOU

Either Party shall defend, protect, and hold harmless the other Party or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this MOU.

XII. Resolution of Conflicts

In the event of an inconsistency in this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions
- iii. Exhibits
- iv. General terms and conditions
- v. Any other provision of this MOU whether incorporated by reference or otherwise.

XIII. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this MOU that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and LC SAR Council will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds received under this MOU to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this MOU shall be in the courts of the State of Washington. This MOU shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

XIV. MOU Amendments

No amendment, modification or renewal shall be made to this MOU unless set forth in a written Memorandum of Understanding Amendment, signed by both parties. Work under a Memorandum of Understanding Amendment shall not proceed until both Parties duly executes the Memorandum of Understanding Amendment.

XV. Severability

If any term or condition of this MOU or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this MOU are declared severable.

XVI. Conformance

If any provision of this MOU violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

XVII. Waiver

Waiver of any breach or condition of this MOU shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this MOU shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

XVIII. Survival

The terms and conditions contained in this MOU will survive the completion, cancellation, termination or expiration of the MOU.

XIX. Entire MOU

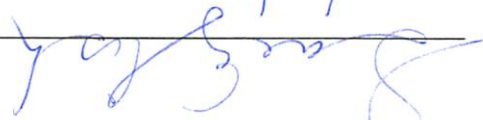
This written MOU along with attached exhibits and the documents and terms incorporated herein by Section 23 of this MOU, represents the entire MOU between the parties.

Initials 
4

Initials
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For the Lewis County Search and Rescue Council

Sue English Chair Person


Date: 9/18/20

For Lewis County Division of Emergency Management

Andy Caldwell Deputy Director


Date: 10.14.20