

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between CAMAS-WASHOUGAL FIRE DEPARTMENT (CWFD) and EAST COUNTY FIRE AND RESCUE (ECFR), regarding the operation and driving of ambulances by ECFR owned by CWFD.

WHEREAS, the respective agencies are committed to working together in providing the best emergency services across the Camas Ambulance Service Area.

WHEREAS, in some emergency medical service (EMS) events it becomes necessary for the Camas-Washougal Fire Department (CWFD) to utilize career personnel from East County Fire and Rescue (ECFR) to operate ambulances owned by CWFD to facilitate transportation to the hospital.

WHEREAS Ambulances operated by CWFD have two assigned personnel from CWFD and occasionally due to the critical nature of the illness or injury suffered by the patient(s) it may be necessary for both personnel from CWFD to attend to the patient in the patient care compartment during transport to the hospital. In these events patient transport can be achieved most efficiently by utilizing ECFR staff already at the location of the event to operate the ambulance.

### **I. OBJECTIVE OF AGREEMENT**

Select staff from ECFR will be authorized to operate CWFD ambulances in the events described. To operate a CWFD ambulance ECFR personnel shall:

- 1: Be a career employee of ECFR, properly trained in the operation of emergency vehicles
- 2: Possess a current valid driver's license

- 3: Have completed an Emergency Vehicle Incident Prevention (EVIP) program or similar approved by CWFD
- 4: Complete a required annual ambulance operation refresher conducted by CWFD
- 5: Be authorized in writing by ECFR to operate ECFR emergency vehicles
- 6: ECFR employee's shall not be entitled to any benefits or duties owed to CWFD employees by virtue of the services provided under this agreement and ECFR shall be solely responsible for all withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program of their employees.

### **III. HOLD HARMLESS AND INDEMNIFICATIONS**

Hold Harmless Regarding Employment Claims. Each party agrees to hold harmless the other Party, its officers, officials, employees and volunteers from any and all claims, lawsuits, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of personnel or employment claims and/or related lawsuits brought by such party's employees which arise out of, or relate to, events that occurred during the effective term of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

Each party shall defend, indemnify, and hold harmless the other party, its elected officials, officers, volunteers and employees from any and all claims, injuries, damages, losses, or suits, including attorney's fees arising out of or in connection with performance of this Agreement, except for injuries and/or damages caused solely by the gross negligence or intentional acts of the party or its employees or officers.

### **IV. Insurance**

When operating the other party's vehicles, the operating party shall purchase and maintain automobile liability insurance covering the operating party's operation of the vehicle with limits

not less than \$5,000,000 combined single limit of liability and such insurance must be primary over vehicle owner's insurance.

The party who is the owner of the vehicle and/or equipment will maintain auto physical damage coverage or property coverage for the vehicle and/or equipment. Operating party agrees to reimburse the vehicle owner any applicable deductible amounts if the operating party was at fault for damages caused by vehicle operation.

Each party shall also have in place Commercial General Liability insurance that must be as least at broad as ISO occurrence form CG 00 0 I and must cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, and liability assumed under an insured contract. Commercial General Liability insurance must be written with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate limit.

The parties agree that coverage through a self-insured municipal risk pool, meets the stated insurance requirements. Each party will provide the other with Evidence of Coverage.

## **V. DURATION**

The MOU will be in effect from the date of execution and continue for an indefinite period. Either party may terminate the MOU with or without cause by 30 day advance written notice to the other party.

## **VI. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modifications or

amendments of this MOU shall be valid or effective unless evidenced by an agreement in writing signed by all parties.

**VII. COMPLIANCE WITH REGULATIONS AND LAWS**

The parties shall comply with all applicable laws, rules, and regulations pertaining to them in connection with the matters covered herein. This MOU shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this MOU shall be in Clark County, Washington.

DATED: 4-3-2026, 2026

DATED: 3/17, 2026

CAMAS-WASHOUGAL FIRE DEPARTMENT

EAST COUNTY FIRE and RESCE

By: Chaff E. Gu

By: John Leeds  
Chair of the Board