INTERLOCAL AGREEMENT

TECHNICAL RESCUE RESPONSE

THIS REVISED AGREEMENT is entered into this 1 day of September, 2009, by and between the undersigned cities and fire districts of the state of Washington pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the fire departments of the undersigned cities and districts are periodically called upon to provide technical rescue services, including trench rescue, confined space rescue, rope rescue, water rescue, or structural collapse rescue; and

WHEREAS, such services are often provided jointly, pursuant to mutual and automatic aid agreements; and

WHEREAS, the parties deem it desirable to establish consistent procedures and minimum guidelines for training, equipment, and personnel providing technical rescue services in order to ensure that such services are provided appropriately and efficiently in mutual aid situations; NOW, THEREFORE,

THE UNDERSIGNED CITIES AND FIRE DISTRICTS HEREBY AGREE AS FOLLOWS:

1. Purpose of Agreement. The purpose of this Agreement is to facilitate mutual aid and assistance between the undersigned cities and fire districts in the provision of technical rescue services. In order to facilitate such mutual aid and assistance, it is the intent of the parties to establish consistent guidelines for training, equipment, and personnel performing such services and to establish procedures for requesting and providing such mutual aid and assistance. It is the intent that these guidelines are utilized only for those rescue disciplines adopted by the participating agency.

2. Duration. This Agreement shall commence with automatic renewal upon the date that the last signatory hereto executes the same and shall remain in effect, unless terminated by the parties as provided below.

3. Administration. No separate legal entity is created by this Agreement. A Joint Board consisting of the fire chiefs of each of the undersigned cities and fire districts, or their designees shall administer this Agreement. The Joint Board shall have responsibility for formulating policy, procedures and establishing annual budgets and acquiring, holding and disposing of real and personal property. The Joint Board shall meet at least on a quarterly basis. This meeting may be held in conjunction with another regularly scheduled meeting of the same departments. It shall be the responsibility of the Joint Board to maintain meeting minutes and records.

4. Lead Agency. The Lead Agency shall be the administrative authority for operations conducted pursuant to this agreement. The Lead Agency shall be responsible for financial accounting, inventory of jointly owned equipment and holding title to any titled property/assets. The Lead Agency can be changed among the member group by mutual signed agreement between the current Lead Agency and the new Lead Agency.

5. Establishment of Consistent Guidelines. The Joint Board shall agree upon and establish consistent guidelines for all of the undersigned cities and districts related to the provision of technical rescue services. As used in this Agreement, the term "technical rescue services" means and includes trench rescue, confined space rescue, rope rescue, water rescue, or structural collapse rescue, as those terms are commonly used and understood in the fire service and as further defined in NFPA standards. The consistent guidelines to be agreed upon and established by the Joint Board shall include but not limited to the following:

A. Suggested staffing levels for each technical rescue team that responds to a call; and

B. Suggested guidelines for the quantity and type of equipment to be purchased and maintained by each party's fire department for technical rescue; and

C. Suggested qualification and training requirements for personnel within each party's fire department participating in technical rescue; and

D. Basic guidelines and incident planning and procedures relating to any other aspect of technical rescue deemed appropriate by the Joint Board.

The Joint Board shall update such guidelines from time to time as necessary for the provision of effective technical rescue services and when necessary to adhere to recognized industry standards and firefighter safety.

Each party to this Agreement will attempt compliance with the guidelines to be agreed upon and established by the Joint Board. The parties recognize, however, that to the extent such guidelines require the appropriation and expenditure of public funds, such commitment is subject to the ongoing actions of the governing bodies of each party. In the event that any party's governing body decides not to appropriate any funds necessary for compliance with the consistent guidelines, that party shall be evaluated by the Joint Board and may be asked to withdraw from this Agreement utilizing the withdrawal procedure set forth in paragraph 13 below.

This agreement specifically acknowledges that smaller cities and districts may participate at a lesser level when approved by the majority of signatories adjoined to this agreement.

6. Technical Rescue Committee. Each member agency shall be entitled to designate one (1) member from their organization to participate in a Technical Rescue

Committee that will serve to develop operational and training recommendations to the Joint Board. These recommendations will be made through the Fire Operations Chiefs of these agencies. It shall be the responsibility of the Technical Rescue Committee to schedule and document training as well ensuring the training meets or exceeds the guidelines established by the Joint Board.

7. Mutual Assistance for Technical Rescue. In the event of an incident requiring technical rescue services, each of the parties may need the assistance of one or more of the other parties. All parties agree to utilize the Incident Command System for Technical Rescue Operations. In such an event, the following procedures shall be used:

A. The incident commander of the party at the scene of an emergency requiring technical rescue is authorized to request assistance through dispatch, from one or more of the other parties to this Agreement. The Department having jurisdictional authority shall retain incident command authority and liability.

B. Upon receipt of the request, the requested member(s) shall immediately take the following actions:

(i) Determine if they have sufficient equipment and personnel available to respond to the requesting party and determine the type of equipment and number of personnel available;

(ii) In the event that the needed equipment and personnel are not available, immediately advise the requesting party.

C. The incident commander of the requesting party shall be in command of the operations at the scene of the emergency and the personnel and equipment of the responding party shall be under their operational control and direction, provided, that the immediate supervision and control of the equipment and personnel of the responding party shall remain with the responding party's officer in charge at the scene. The incident commander may request an aid to the IC be provided from the responding party, but shall retain command authority.

8. Property and Equipment. All property and equipment owned by the individual parties shall remain owned by such individual parties. Any property or equipment that is jointly acquired will remain the property of the remaining departments/districts should one or more departments/districts withdraw from this agreement. If all parties agree to disband this agreement, all jointly owned property or equipment shall be divided among the parties as determined by the Joint Board at that time.

9. Equipment Cache. In order to provide for more efficient technical rescue service, one or more of the parties may agree to locate some equipment at a centralized location. The location of such equipment on the property of another or the co-mingling of equipment by the parties at such a centralized location shall not operate to change title to the

equipment or make the same jointly owned. Any jointly owned equipment shall be clearly identified as such. The Joint Board and the party supplying any such equipment shall set forth rules for the use of such equipment by any of the non-owning parties. In the event that such equipment is damaged during the course of such use, the using party shall be responsible for any necessary repair or replacement.

10. Costs and Expenses. Each party shall bear its own costs of providing the personnel, training, equipment and mutual assistance required by this Agreement. Each party agrees that it will not seek compensation from the other parties for mutual assistance rendered under this Agreement. Each party reserves the right to seek compensation from other government agencies and/or private parties who are not parties to this Agreement for technical rescue services provided to such other agencies. There will be no cost or dues to the parties of this agreement to support the work of the Joint Board.

11. Employees. Each party's employees shall remain employees of that party at all times. Nothing in this Agreement is intended to make employees of a responding party, borrowed servants or employees of the requesting party.

12. Liability. Each party shall be responsible for liabilities arising out of the actions of its own personnel arising out of the performance of technical rescue services under this Agreement and each party agrees to indemnify, defend, and hold the other parties harmless therefrom as to any claims arising from such actions, but only to the extent that the actions of the indemnifying party's personnel caused or contributed thereto. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

13. Withdrawal/Termination. Any party may withdraw from and terminate its participation in this Agreement by sending written notice to the fire chiefs of the other parties. Such withdrawal and termination shall become effective thirty days after the date the notice is delivered to the last party to receive the same, unless the notice specifies a later date or is rescinded prior to the effective date. Mailed notice shall be deemed received three days after the same is deposited properly addressed and with postage prepaid in the United States mail. Upon withdrawal or termination, the withdrawing party shall have no further rights or obligations under this Agreement, provided, that the indemnity rights and obligations of paragraph 12 shall continue for any claim arising out of any actions occurring prior to the effective date of such withdrawal or termination, regardless of whether such claim is made prior to or after such effective date. The withdrawing party shall be entitled to remove any equipment placed at any centralized location and in the event any jointly owned equipment has been acquired, the withdrawing party forfeits any share of such equipment. Withdrawal by any party shall not affect the continuation of this Agreement as to any other party not indicating its intent to withdraw by giving the required notice.

14. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not operate to terminate this Agreement or to render any of its other provisions invalid or unenforceable.

15. Agreement Non-Exclusive. This Agreement is not intended to be exclusive as between the several parties hereto. Any of the parties may, as they deem necessary or expedient, enter into separate mutual assistance agreements with any other person or agency. Entry into such separate agreements shall not, unless notice is given as provided in paragraph 13, operate to withdraw or terminate any right or obligation provided herein, provided, that no such separate agreement may be construed to obligate any other party to this Agreement to provide mutual assistance to any person or agency that is not a party to this Agreement.

16. Entire Agreement. This Agreement constitutes the entire understanding between the parties concerning technical rescue and supersedes all prior negotiations, statements or agreements relating to such subject matter.

17. Execution in Counterparts. This Agreement may be executed in counterparts.

EXECUTED by each of the parties on the dates set forth below.

CITY OF REDMOND

Mayor John Marchione
Date: 9/1/09

ATTEST/AUTHENTICATED:

City Clerk Michelle McGehee

APPROVED AS TO FORM:

City Attorney James E. Haney

CITY OF KIRKLAND

City Manager David H. Ramsay
Date: 10/7/09

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney Robin Jenkinson

CITY OF BELLEVUE

Brian Murphy for

City Manager Steve Sarkozy
Date: 9-3-09

ATTEST/AUTHENTICATED:

Myrna L Basich

City Clerk Myrna Basich

APPROVED AS TO FORM:

Kenica Buck FOR

City Attorney Lori Riordan

CITY OF BOTHELL

City Manager Bob Stowe
Date:

ATTEST/AUTHENTICATED:

City Clerk JoAnne Trudel

APPROVED AS TO FORM:

City Attorney Joe Beck

SHORELINE FIRE DEPARTMENT

Fire Chief Marcus Kragness

Date:

Board Chair of Commissioners Jon Kennison

Date:

WOODINVILLE FIRE AND LIFE SAFETY

Interim Fire Chief Bud Baker

Date:

Board Chair of Commissioners
Clint Olson

Date:

CITY OF BELLEVUE

City Manager Steve Sarkozy
Date:

ATTEST/AUTHENTICATED:

City Clerk Myrna Basich

APPROVED AS TO FORM:

City Attorney Lori Riordan

CITY OF BOTHELL

City Manager Bob Stowe
Date:

ATTEST/AUTHENTICATED:

City Clerk JoAnne Trudel

APPROVED AS TO FORM:

City Attorney Joe Beck

SHORELINE FIRE DEPARTMENT

Fire Chief Marcus Kragness

Date:

Board Chair of Commissioners Jon Kennison

Date:

WOODINVILLE FIRE AND LIFE SAFETY

Bud Baker

Interim Fire Chief Bud Baker

Date: 7.7.2009

Board Chair of Commissioners
Clint Olson

Date:

CITY OF SNOQUALMIE

Mayor Matt Larson

Date: November 9, 2009

ATTEST/AUTHENTICATED:

City Clerk Jodi Warren

APPROVED AS TO FORM:

City Attorney Pat Anderson

CITY OF MERCER ISLAND

City Manager Richard Conrad

Date:_____

ATTEST/AUTHENTICATED:

City Clerk Ali Spietz

APPROVED AS TO FORM:

City Attorney Katie Knight

KING COUNTY FIRE PROTECTION

DISTRICT NO. 16 (NORTHSHORE)

Fire Chief Tom Weathers

Date:_____

Board Chair of Commissioners
Don Ellis

Date:_____

EASTSIDE FIRE AND RESCUE, A JOINT OPERATION OF ISSAQUAH, NORTH BEND, SAMMAMISH, DISTRICT 10, DISTRICT 38

Fire Chief Lee Soptich

Date:_____

Board Chair of Commissioners
Ron Pedee

Date:_____

CITY OF SNOQUALMIE

Mayor Matt Larson

Date:

ATTEST/AUTHENTICATED:

City Clerk Jodi Warren

APPROVED AS TO FORM:

City Attorney Pat Anderson

CITY OF MERCER ISLAND

City Manager Richard Conrad

Date:

ATTEST/AUTHENTICATED:

City Clerk Ali Spietz

APPROVED AS TO FORM:

City Attorney Katie Knight

KING COUNTY FIRE PROTECTION

DISTRICT NO. 16 (NORTHSHORE)

Fire Chief Tom Weathers

Date: 7/21/09

Board Chair of Commissioners
Don Ellis

Date: 7/21/09

EASTSIDE FIRE AND RESCUE, A JOINT OPERATION OF ISSAQUAH, NORTH BEND, SAMMAMISH, DISTRICT 10, DISTRICT 38

Fire Chief Lee Soptich

Date:

Board Chair of Commissioners
Ron Pedee

Date:

CITY OF SNOQUALMIE

Mayor Matt Larson

Date:

ATTEST/AUTHENTICATED:

City Clerk Jodi Warren

APPROVED AS TO FORM:

City Attorney Pat Anderson

CITY OF MERCER ISLAND

City Manager Richard Conrad

Date: 12/01/2009

ATTEST/AUTHENTICATED:

City Clerk Ali Spietz

APPROVED AS TO FORM:

City Attorney Katie Knight

KING COUNTY FIRE PROTECTION

DISTRICT NO. 16 (NORTHSHORE)

Fire Chief Tom Weathers

Date:

Board Chair of Commissioners
Don Ellis

Date:

EASTSIDE FIRE AND RESCUE, A JOINT OPERATION OF ISSAQUAH, NORTH BEND, SAMMAMISH, DISTRICT 10, DISTRICT 38

Fire Chief Lee Soptich

Date:

Board Chair of Commissioners
Ron Pedee

Date:

KING COUNTY FIRE PROTECTION DISTRICT NO. 45 (DUVALL)

Fire Chief John Lambert

Board Chair of Commissioners
Jerry Smith

Date: 11-17-10

KING COUNTY FIRE PROTECTION DISTRICT NO. 27 (FALL CITY)

Fire Chief Chris Connor

Board Chair of Commissioners
Daniel Meredith

Date: _____

SNOQUALMIE PASS FIRE & RESCUE

Fire Chief Matt Cowan

Date: _____

Board Chair of Commissioners
Chris Caviezel

Date: _____

KING COUNTY FIRE PROTECTION DISTRICT NO. 45 (DUVALL)

_____
Fire Chief John Lambert

_____
Board Chair of Commissioners Sandy Rowe

Date:_____

KING COUNTY FIRE PROTECTION DISTRICT NO. 27 (FALL CITY)

_____
Fire Chief Chris Connor

_____
Board Chair of Commissioners
Daniel Meredith

Date: 10/13/09

SNOQUALMIE PASS FIRE & RESCUE

_____
Fire Chief Matt Cowan

Date: _____

_____
Board Chair of Commissioners Chris Caviezel

Date: _____