

TECHNICAL RESCUE MUTUAL AID INTERLOCAL AGREEMENT

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of documents being assigned or released: Not Applicable.
 2. **Grantors:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 3. **Grantees:**
 1. Bremerton Fire Department;
 2. North Kitsap Fire & Rescue;
 3. Central Kitsap Fire & Rescue;
 4. South Kitsap Fire & Rescue;
 5. Bainbridge Island Fire Department;
 6. Poulsbo Fire District 18;
 7. Navy Region Northwest;
 8. The Public.
 4. **Summary Legal Description:** Not Applicable.
 5. **Assessor's Property Tax Parcel Account Number(s):** Not Applicable.
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THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, among the following governmental entities, acting pursuant to the authority provided by Washington State's Interlocal Cooperative Act, Chapter 39.34 RCW: the **City of Bremerton Fire Department; North Kitsap Fire and Rescue; Central Kitsap Fire and Rescue; South Kitsap Fire and Rescue; Bainbridge Island Fire Department; Poulsbo Fire District 18;** (hereinafter also generically referred to collectively as "Fire Departments" or "Member Agencies", and singularly as "Fire Department" or "Member Agency"). Each Member Agency named herein constitutes a Washington State municipal corporation. All Member Agencies are "Public Agencies" as defined in RCW 39.34.020(1).

Washington State's Interlocal Cooperative Act encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective citizens.

This Agreement seeks to provide each Member Agency the benefits of mutual and automatic aid from the other Member Agencies in responding to incidents that require technical rescue skills to the end that each Member Agency's citizens may be provided with combined Member Agency expertise in such matters.

NOW, THEREFORE, in consideration of the foregoing recitals, and the promises and covenants of the Member Agencies, they agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a means for the Member Agencies, under certain circumstances, to collaborate and combine their technical rescue resources mutually and reciprocally in the form of personnel and equipment to respond to incidents within a Member Agency's service area that involve rescues requiring technical skills, such as: trench rescue; confined space rescue; rope rescue; structural collapse rescue; and other rescue situations, for which personnel have been specially trained.

Nothing in this Agreement is intended to override or replace in any fashion the power and authority of the Kitsap County Sheriff's Office with respect to search and rescue activities described in RCW 38.52.400. Similarly, the Member Agencies recognize the authority of the Kitsap County Sheriff's Office with respect to water rescue and the regulation of watercraft.

2. **Technical Rescue Personnel.** Technical rescue personnel are defined as those individuals assigned by Member Agencies to train and respond to, as part of a consolidated response effort, to rescue incidents identified herein within the Member Agency service areas.

3. **Lead Agency.** Bainbridge Island Fire Department ("BIFD") shall serve as the Lead Agency in administering this Agreement. It shall assess an annual maintenance fee (which fee shall be determined yearly by the KCFCA Executive Board as hereinafter set forth) equally among the Member Agencies to pay for all costs incurred in implementing this Agreement, including but not limited to expenses covering joint training exercises, materials, supplies, and equipment used by the rescue team(s). It shall maintain these funds in a segregated "Technical Rescue Mutual Aid Account" and shall maintain an itemized accounting of all monies deposited into this account and all monies paid from it. The Lead Agency agrees not to charge an administrative fee and shall retain the right to bill for incurred cost for the services it provides under this Agreement. BIFD may be replaced as the Lead Agency by the KCFCA Executive Board as hereinafter set forth.

4. **Effectiveness / Termination.** This Agreement shall be effective when fully executed by all Member Agencies who are listed as signatory hereto and upon its filing with the Kitsap County Auditor as provided in RCW 39.34.040, and shall remain in effect on a year-to-year basis until terminated by the mutual written consent of all Mutual Agencies. If a Member Agency or Agencies terminates its/their participation hereunder, nevertheless, this Agreement shall remain in effect as to those remaining Member Agencies.

5. **Termination of A Member Agency's Participation.** A Member Agency may terminate its participation under this Agreement by first providing 30 days advance written notice to the Lead Agency of its intent to terminate its participation hereunder as of a date certain set forth in its notice, which date certain shall be the last day of a calendar month. Provided, however, before a Member Agency may terminate its participation hereunder, it must first pay all its obligations due hereunder to the date of termination. If a Member Agency terminates its participation prior to the end of a calendar year, that portion of its maintenance fee paid for that year that has not yet been utilized to pay expenses in the implementation of this Agreement, as determined by the Lead Agency, shall be returned to it within 60 days of its termination date.

6. **Operational Guidance- Kitsap County Operations Chiefs.**

A. **Operations Board / Duties.** The Kitsap County Operations Chiefs, a Division of the Kitsap County Fire Chiefs Association ("KCFCA"), shall serve as an Operations Board, responsible for operational guidance and issues involved in the implementation of this Agreement.

B. **Meetings.** The Operations Board shall meet at those times as it shall determine so the terms of this Agreement may be effectively implemented.

C. **Duties / Admittance of New Member Agencies / Member Agency Support.** The Operations Board shall review, make changes to as deemed necessary, and approve, the annual budget presented to it by the Lead Agency. The Operations Board may also establish (and disband) committees, as it deems appropriate from time to time, and provide any other guidance to the Lead Agency and/or Member Agencies reasonably required to adequately administer and implement this Agreement, including the ability to allow additional governmental entities to become a Member Agency to this Agreement upon its agreeing to all terms hereof. Any governmental agency admitted as a new Member Agency hereunder shall sign an agreement under which it agrees to be bound by all terms of this Agreement. Admittance of the governmental agency as a Member Agency hereunder shall then occur when the Operations Board approves the same.

Each Member Agency shall provide ongoing support to the goals of this Agreement by providing knowledgeable representatives to attend scheduled committee meetings and perform assigned committee work in a timely fashion.

7. **Responsibility for Day-to-Day Operations / Policy Board.** The Lead Agency shall be the administrative authority charged with managing the day-to-day operations conducted pursuant to this Agreement. The KCFCA Executive Board shall serve as Policy Board under this Agreement. The Policy Board shall be responsible for formulating goals, policy, procedures, establishing annual budgets, and acquiring, holding, and disposing of any real or personal property purchased to implement this Agreement. In performing its duties hereunder, the Policy Board shall meet at least annually, and more frequently as it shall determine. The Policy Board shall determine the annual maintenance fee charged to each Member Agency.

Each Member Agency agrees to remit its annual maintenance fee to the Lead Agency within sixty (60) days after receipt of such billing. Initially the annual maintenance fee charged to each Member Agency shall be \$2,500.00, and shall be due during the second quarter of each year. The Policy Board, with cause, shall also have the right at any time to replace BIFD as the Lead Agency with another Member Agency who shall then assume the duties placed upon the Lead Agency hereunder.

8. **Governing Authority.** The Agreement seeks to set forth the authority of the three entities in charge of providing guidance, administration, and decisions under this Agreement, to wit: the Kitsap County Fire Chief's Executive Board ("Policy Board"); the Kitsap County Operations Chiefs; and the Lead Agency. In the event a dispute shall ever arise as to which of these three entities is answerable to whom, or what authority one of them possesses, all said disputes shall be resolved by the Kitsap County Fire Chief's Executive Board ("Policy Board").

9. **Member Agency Duties.** On a continual basis, each Member Agency agrees to provide a minimum of one, but preferably three, personnel qualified to, or who will become qualified to, the technician level in the rescue disciplines of trench rescue, rope rescue, confined space rescue, and structural collapse rescue. At a minimum, all qualifications shall be based on, and maintained, in accordance with NFPA 1006 entitled, "Rescue Technician Professional Qualifications" (most current edition).

10. **Standard Delivery of Services.** Upon request being made by a representative of a Member Agency ("requesting Member Agency") for any of the resources identified in section 1. hereof from another Member Agency ("responding Member Agency"), resources will be dispatched from the responding Member Agency in accordance with the request, subject however to the response limitations set forth herein, to that location within the requesting Member Agency's service area as requested.

11. **Responding Agency Dispatch Conditions.** The dispatch of equipment and personnel by a responding Member Agency shall be subject to the following conditions:

A. **Rendering of Aid Not Mandatory.** The rendering of assistance under this Agreement shall not be mandatory, but the Member Agency receiving a request to respond shall inform the requesting Member Agency as soon as reasonably possible, if for any reason the requested assistance will not be provided. The officer in charge of a responding Member Agency shall have the right to determine the ability and priority of providing assistance under this Agreement should his/her Fire Department already be committed to an emergency within its service area requiring the said resources and/or personnel requested by the requesting Member Agency.

B. **Information Accompanying Request / Use of ICS.** Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Provided, however, under all circumstances, the amount and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding Member Agency's representative.

Each Member Agency shall use the Incident Command System (“ICS”) for all mutual and automatic responses, and shall establish and maintain dispatch run cards personal to that Member Agency at CENCOM to reflect the response obligations established in this Agreement.

C. Reporting Requirements at Incident. The responding Member Agency shall report to the officer in charge of the requesting Member Agency at the location where the equipment and personnel are dispatched, and shall be subject to the orders of that official. Provided, however, the officer in charge of a responding Member Agency may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil his/her Fire Department’s personnel and/or equipment.

D. Requesting Agency Incident Release. A responding Member Agency shall be released by the requesting Member Agency when: its services are no longer reasonably required; or when the responding Member Agency must respond into its own service area.

E. Patient Transport Rates. Emergency medical patients requiring transport to a medical facility for continued medical care shall be billed for the transport services provided, by the Member Agency providing the transport, at the established rate of such transporting Member Agency.

12. Technical Rescue Services Provided to Non-Member Agencies. Once this Agreement is in effect, and the Member Agencies are providing technical rescue response to one another, they may begin providing technical rescue services to non-member municipal agencies. Provided, however, such services shall only be provided, and technical rescue personnel deployed, to such municipal agencies having an agreement in effect with the Lead Agency for such services, except as hereinafter permitted. Non-member municipal agencies shall be charged reasonable fees and charges in accordance with the most current schedule of charges adopted by the Washington Fire Chiefs Association for such rescue services. All funds received for services rendered to non member agencies shall be paid to the Member Agency(s) performing the said services. Each Member Agency shall determine its willingness and level of commitment to make its equipment and personnel available to a non-member municipal agency.

Each Member Agency also reserves the right to enter into a separate technical rescue agreement with a non-member agency so long as its services provided to such non-member agency do not take precedence over the exchange of services and equipment among Member Agencies provided herein.

13. Indemnification, Limitation of Liability, and Insurance. Each Member Agency shall, at all times, be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement. Each Member Agency's personnel shall be under the employment of its Fire Department for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each Member Agency further agrees to hold harmless, defend, and indemnify, the other Member Agencies and their personnel from all costs, expenses, losses, and damages, including cost of defense incurred as a result of any acts or omissions of the pertinent acting or non-acting Member Agency or its personnel relating to its performance or wrongful non-performance under this Agreement.

Each Member Agency shall provide to all other Agencies, information regarding its personal injury, property damage, and other insurance pertinent to this Agreement, in the form of a Certificate of Coverage, that demonstrates good and adequate coverage for all its reasonably foreseeable activities hereunder.

14. Termination of Prior Agreements. This Agreement supersedes and replaces all prior agreements between the Member Agencies relating to or touching upon the matters contained herein.

15. Complete Agreement. This Agreement constitutes the full and complete agreement of the Member Agencies as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by all Member Agencies.

16. Compensation. No responding Agency shall seek or be entitled to compensation for services rendered under this Agreement from any requesting Member Agency, except as provided in 44 CFR, Part 151, "REIMBURSEMENT FOR COST OF FIREFIGHTING ON FEDERAL PROPERTY". As hereinbefore set forth, however, Member Agencies providing rescue services to non-member agencies shall be entitled to compensation for their services from such non-member agencies as herein set forth.

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

18. Agreement to be Filed with County Auditor: Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed by the Lead Agency with the Kitsap County Auditor as soon as reasonably practical after its execution. Thereafter, conformed copies, as to the date of filing and file number, shall be supplied by the Lead Agency to each Member Agency.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

(Signing Agency signatures on subsequent pages)

CITY OF BREMERTON

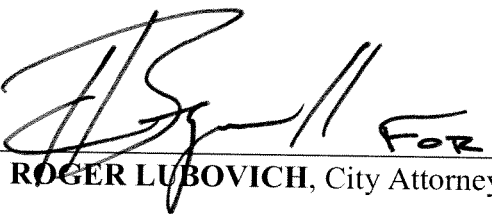
by: 
PATTY LENT, Mayor

Date of Signing: 8-19-10

ATTESTED TO:

by: 
CAROL ETGEN, City Clerk

APPROVED AS TO FORM:

By:  FOR
ROGER LUBOVICH, City Attorney

BAINBRIDGE ISLAND FIRE DEPARTMENT

by: 
DAVID COATSWORTH
Board Chair


Date of Signing: 7-7-10

by: _____
MAUREEN HALLIGAN
Commissioner

Date of Signing: _____

by: 
SCOTT ISENMAN
Commissioner

Date of Signing: 7-7-10

by: 
PAUL BANG-KNUDSEN
Commissioner

Date of Signing: 7-7-10

by: 
GLEN TYRRELL
Commissioner

Date of Signing: 07/07/10


Attest:

by: 
District Secretary

CENTRAL KITSAP FIRE & RESCUE

by: 
BOB MUHLEMAN
Board Chair


Date of Signing: 12 Jul 10

by: 
KEN ERICKSON
Commissioner

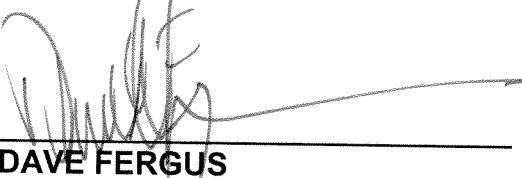
Date of Signing: 7/12/10

by: 
RALPH ROGERS
Commissioner

Date of Signing: 7/12/10

by: 
MICK MCKINLEY
Commissioner

Date of Signing: 7/12/10


by: 
DAVE FERGUS
Commissioner

Date of Signing: 7.12.10

Attest:

by: 
RICHARD GROSS
District Secretary


KITSAP COUNTY FIRE DISTRICT 18

by: 
JAMES INGALLS
Board Chair

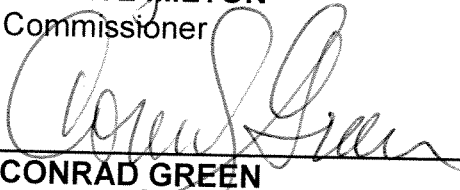
Date of Signing: 7-28-2010

by: 
DAVID ELLINGSON
Commissioner

Date of Signing: 7/28/10

by: 
DARRYL MILTON
Commissioner

Date of Signing: 7/28/2010


by: 
CONRAD GREEN
Commissioner

Date of Signing: 7/28/2010

by: 
MARTIN SULLIVAN
Commissioner

Date of Signing: 7/28/2010

Attest:

by: 
LISE ALKIRE
District Secretary

NORTH KITSAP FIRE & RESCUE

by: 
STEPHEN NEUPERT
Board Chair

Date of Signing: 6/14/2010

by: 
FERNANDO ESPINOSA
Commissioner

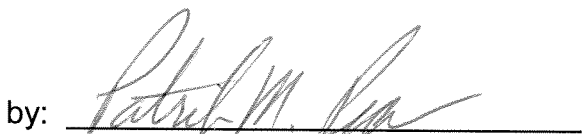
Date of Signing: 6/14/2010

by: 
WILSON STEWART
Commissioner

Date of Signing: 6/14/2010


by: 
GILLIAN GREGORY
Commissioner

Date of Signing: 6-14-2010


by: 
PATRICK PEARSON
Commissioner

Date of Signing: 6-14-2010

Attest:

by: 
CINDY MORAN
District Secretary

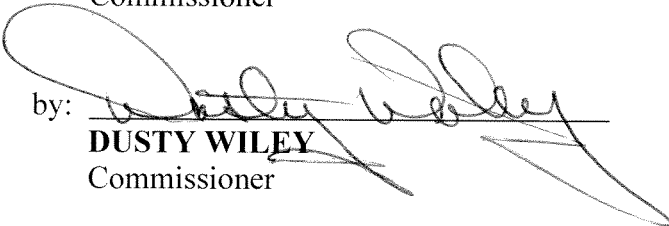
SOUTH KITSAP FIRE & RESCUE

by: 
GERALD PREUSS
Board Chair


Date of Signing: 7-8-10

by: 
DARLA HARTLEY
Commissioner


Date of Signing: 7/8/10

by: 
DUSTY WILEY
Commissioner

Date of Signing: 7-8-10


by: 
PAUL GOLNIK
Commissioner

Date of Signing: 7-8-10

by: 
DAVE GELSLEICHTER
Commissioner

Date of Signing: 07-08-10

Attest:

by: 
RICHARD GROSS
District Secretary

7/8/10