

**THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR AUTOMATIC FIRST RESPONSE
AND MUTUAL ASSISTANCE AND AUTHORITY TO PURCHASE ON OTHER FIRE AGENCY
CONTRACTS
V2017**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is entered Into this 1st day of July, 2017 by and between various governmental entities who are signatories hereto (individually "Party" or collectively "Parties") under the authority of RCW 52.12.031(3) and Chapter 39.34 RCW (the "Interlocal Cooperation Act") to assist each other in emergency response.

RECITALS

This Agreement is made with reference to the following facts:

- a. Each of the Parties owns and maintains equipment for providing fire, medical, and/or specialized services that may include but shall not be limited to Hazardous Materials Response Teams, Technical Rescue Teams and Fire Investigation Services. Also, each of the Parties retain personnel to provide various levels of services;
- b. Each of the Parties hereto are authorized to perform the services contemplated herein;
- c. The Parties recognize that the Department of Labor and Industries has established standards for training and equipment used for emergency response; that these standards, set by the Department of Labor and Industries, have increased the need for resources to perform emergency response;
- d. It is not feasible for each of the Parties to establish, maintain and operate specialized teams within the geographical area served;
- e. The geographical boundaries of each Party are located in such a manner as to enable each Party to provide assistance to the other Parties;
- f. It is necessary for each Chief Executive Officer, City Council, Board of Commissions and/or Fire Chief of each party to determine what specialized areas each party may participate in, as a fire department, fire district, communications center, EMS provider service or a joint venture;
- g. Each of the Parties has the necessary equipment and personnel to enable it to provide service to the other Parties in the event of an emergency;
- h. The Parties may provide backup or standby service to each other as needed and available;
- i. It is the purpose of the Agreement to establish a mutual aid response between the Parties to the Agreement;

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- j. It is the purpose of the Agreement to establish authority to provide automatic aid response when approved by the respective Fire Chiefs between the Parties;
- k. The Parties often have occasion to purchase many of the same items;
- l. In order to provide for economies of scale and increase efficiency in purchasing fire, rescue, EMS and other type of equipment deemed necessary, the parties desire to enter into an agreement to allow the usage of other Parties' purchasing contracts;
- m. The Parties often train together to provide economy of scale, joint training to provide common procedures, and use the expertise of personnel within each department; and
- n. This update is for the purpose of modifying previous agreements to provide for the possibility of recovering compensation for responses to catastrophic events and include bordering fire service providers in neighboring counties; and
- o. The Parties, to carry out the purpose and functions described above and in consideration of the benefits to be received by each of the Parties, agree to do the following:

**ARTICLE 1
TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the terms, conditions, covenants and Performances contained herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

1.1 **Purpose**. The purpose of this Agreement is to improve the provision of Services within the respective jurisdictions of the Parties.

1.2 **No Financial Obligation**. Except as specifically provided herein, it is not contemplated that any Party will incur a financial obligation as a result of this Agreement beyond the normal cost of providing Services.

1.3 **Participation in Mutual Aid and Automatic Aid**. This Agreement is intended to be flexible to allow each Party to participate to the degree it is able to do so, from a financial and operational standpoint. A Party to this Agreement may participate in Mutual Aid and/or Automatic Aid to the extent determined by the Fire Chiefs of the Parties hereto.

SECTION 2. DEFINITIONS

The following terms shall have the following meanings in this Agreement, unless the context indicates otherwise:

- a. ***"Incident Commander"*** means the individual charged with overall management and command of an emergency incident pursuant to the National Incident Management System, established by Presidential Directive for the purpose of managing emergency incidents.

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- b. **"Automatic Aid"** means a Party's provision of apparatus, personnel, and equipment to areas within the jurisdictional boundaries of another Party pursuant to agreed upon dispatch protocols and computerized unit recommendations.

- c. **"Mutual Aid"** means the provision of such apparatus, personnel, and equipment as reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency.

- d. **"Requesting Agency"** means a Party to this Agreement who has requested Mutual Aid from another Party pursuant to the terms of this Agreement or to whom another Party will be providing Automatic Aid.

- e. **"Responding Agency"** means a Party to this Agreement who has either (i) received a request from another Party to provide Mutual Aid pursuant to the terms and conditions of this Agreement, or (ii) been dispatched pursuant to the Automatic Aid protocols herein.

- f. **"Services"** includes the following: fire suppression, emergency medical services (including Basic Life Support and Advanced Life Support), and specialized services including but not limited to Hazardous Materials Response, Technical Rescue and Fire Investigation.

SECTION 3. MUTUAL AID

3.1 **Request for Assistance.** The Incident Commander or his/her designee may request Mutual Aid assistance from another Party if confronted with an emergency situation in which the Requesting Agency has need for equipment or personnel in excess of that available through the Requesting Agency. Such requests shall be submitted pursuant to standard operating procedures established by the Parties.

3.2 **Response to Request.** Upon receipt of such a request the commanding officer of the Responding Agency shall immediately take the following actions:

- 3.2.1 Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the type of the equipment and number of personnel available.

- 3.2.2 Determine what available equipment, apparatus and/or personnel should be dispatched in accordance with the operating plans and procedures established by the Parties.

- 3.2.3 In the event the needed equipment, apparatus and/or personnel are available, to dispatch such equipment, apparatus and personnel to the scene of the emergency with proper operating instructions.

- 3.2.4 In the event the needed equipment, apparatus and/or personnel are not available, to immediately advise the Requesting Agency.

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3.2.5 The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

3.3. **No Requirement to Render Aid.** All personnel, resources and services provided under the terms of this Agreement are furnished and/or supplied voluntarily and at the discretion of the Responding Agency. The Responding Agency shall have the primary interest of protecting its own constituency. Nothing herein shall limit the legislative discretion of the governing bodies of the parties to determine their budget needs and determine appropriate levels of service, and nothing in this Agreement shall imply a duty to levy taxes, appropriate funds or enter into specific terms of a collective bargaining unit agreement in order to effectuate the terms of the Agreement.

SECTION 4. AUTOMATIC AID

4.1 **Emergency Response Services.** The Services described herein shall be on an automatic dispatch basis. The dispatch shall be based upon a pre-determined basis within the computer aided dispatch software. The response shall be established and agreed to by the Fire Chiefs of the Parties. Notwithstanding anything to the contrary, each Party reserves the right to control its own resources.

4.2 **Automatic Response Procedure.** On receipt of an alarm covered by a predetermined response plan, the dispatched "Unit(s)" of the Responding Agency shall immediately respond with apparatus, equipment and/or personnel when available.

4.3. **Temporary Inability to Provide Aid.** Prior to or upon receiving a call for automatic aid, the Requested Party shall inform the Requesting Party of inability to provide automatic response. It is anticipated that this inability will only occur at times when the requested resources of the Requested Party are otherwise committed.

4.4 **Total Withdrawal from Automatic Aid.** In the event a Party who is participating in Automatic Aid elects to withdraw from Automatic Aid with another agency, the withdrawing Party shall work with that agency, in good faith, to coordinate a reasonable phase-out period of Automatic Aid services.

SECTION 5. SPECIAL SERVICES

5.1 The Fire Chief of each Party shall determine, from time to time, the nature and level of specialized services (e.g., HAZMAT, rescue, etc.) that his or her jurisdiction shall provide under the terms of the Agreement, including participation with other Parties in establishing joint services.

SECTION 6. COMMAND RESPONSIBILITY AT EMERGENCY SCENES

6.1 The first arriving Officer to the scene of an emergency incident shall assume Command of the incident. Command may be assumed by a higher ranking officer from any jurisdiction. Command, however, shall be relinquished to an officer of the agency having jurisdiction upon that officer's request. All of the individuals in Command positions, of any incident related to this Agreement, shall be governed by the "Incident Command" safety considerations, as established by WAC 296-305 and the specific County Chiefs Association Policies.

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SECTION 7. ACTION

7.1 When a Responding Agency assists a Requesting Agency, the Responding Agency acts under the direction of the Requesting Agency's authorized commander or his/her representative. This Section shall not require compliance with the direction of the on-scene commanding officer if, in the opinion of the commanding officer of the Responding Agency, such compliance would create an unreasonable risk to the health or safety of the Responding Agency's personnel. In the event that direction is refused by the commanding officer of the Responding Agency for safety considerations, a complete review after the incident shall be conducted by the Fire Chief of both parties to address the situation.

SECTION 8. TERMINATION OF SERVICE

8.1 The Incident Commander shall release the Responding Agency's equipment and personnel from service and allow them to return to the Responding Agency as soon as conditions warrant or upon request of the Responding Agency.

SECTION 9. LIABILITY - INDEMNIFICATION AND HOLD HARMLESS

9.1. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid or Automatic Aid under this Agreement.

9.2. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.

9.3 Liability to Other Parties - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance or self-insurance as opposed to seeking reimbursement from other Parties.

9.4 Liability to Third Parties. The term "*third party*" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid and Automatic Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents. Notwithstanding the foregoing, nothing in this Agreement is intended to create a cause of action or standing in favor of third parties to initiate legal claims of any nature against any Party.

9.5 Cross Indemnification. To the extent permitted by law, each Party agrees to indemnify,

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defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Agreement.

9.6 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 10. INSURANCE

10.1 For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance or be self-insured against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. The Fire Chiefs of the Parties may establish minimum insurance requirements. It is expressly understood that no Party shall be responsible to provide the other Party's employees with coverage required under Chapter 41.26 RCW, as the same now exists or may be hereafter amended.

10.2 To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self-insurance retention program waives subrogation for any payment thereunder.

SECTION 11. COMPENSATION

11.1 The Requesting Agency shall not be obligated to pay the Responding Agency for any damage to, loss of, or any expense(s) incurred in the operation of any equipment used in responding for aid, and for the cost incurred in connection with such requests. Except as may be mutually agreed between any Parties hereto in a separate interlocal agreement, or as provided in Section 11.2, each Party agrees that it will not seek compensation for services rendered under this Agreement from another Party to the Agreement; provided, however, that the Party requesting assistance shall attempt to obtain financial assistance from federal, state agencies or private Parties where financial assistance is available to reimburse the Responding Agency for losses or damages incurred in providing

Assistance under this Agreement. This provision shall not limit two or more Parties, of the Agreement, from entering into an agreement in other areas or different conditions for compensation.

11.2 Notwithstanding anything to the contrary in Section 11.1 of this agreement, if a Responding Agency responds to a catastrophic event which requires use of Responding Agency's resources for an extended period of time, then Responding Agency may seek compensation as provided herein.

11.2.1 Responding Agency shall notify Requesting Agency of its intent to seek compensation and the date that compensation for use of Responding Agency's resources shall commence. Compensation may be sought only for utilization of Responding Agency's resources provided after such notification is given or as otherwise mutually agreed by Requesting Agency and Responding Agency. Equipment and apparatus compensation shall be at the rates set forth in the Wage and Equipment Rates for the Washington Fire Service.

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11.2.2 Notice of intent to seek compensation shall be provided in advance and shall be deemed sufficient if delivered verbally to the Incident Commander or as provided under section 23.1 of this agreement. If Requesting Agency is unable or unwilling to provide compensation to Responding Agency, Requesting Agency shall promptly notify Responding Agency.

11.3 Except as may be provided in a separate agreement, the Responding Agency will comply with the collection policy of the Requesting Agency and all applicable laws and regulations with respect to billing and collection of transport fees or other emergency response related fees. Nothing in this Section shall require a Responding Agency to charge any such fees.

SECTION 12. SPECIALIZED RESPONSE TEAMS

12.1 Each Party or combination of Parties that operate a special response team shall establish policies and procedures to meet all requirements set by state and federal law. Any specialized team shall have Standard Operational Procedures or Guidelines.

SECTION 13. TEMPORARY USE OF EQUIPMENT OR VEHICLE

13.1 In the event a Party has equipment or a vehicle that is temporarily out of service and has an immediate need for that type of equipment and another Party has similar reserve equipment available, the Party in need may request that the other Party lend the necessary equipment. The Party borrowing the equipment shall be responsible for the maintenance of the loaned equipment during the period of time it is in their custody. The Party borrowing the equipment shall return the equipment to the lending Party when requested or when the equipment is no longer needed, whichever occurs first. The borrowed equipment shall be returned in a clean condition and within the same operable condition as it was provided.

13.2 The Party supplying the equipment and the Party borrowing the equipment shall enter into a written agreement in advance as to which Party's insurance shall cover the equipment if damage occurs while the equipment is being borrowed. In the absence of any such agreement, the lending Party's insurance shall be responsible.

13.3 The Party receiving the equipment must ensure that all employees who will be operating the equipment are properly trained to operate the specific equipment being borrowed.

13.4 Each Party understands that it is responsible under applicable regulations to maintain its equipment, including the equipment available to be loaned pursuant to this Agreement, in accordance with applicable manufacturer's specifications and any applicable laws and regulations.

SECTION 14. TRAINING

14.1 The Parties may provide or attend joint training classes as approved by the Fire Chiefs of the Parties. Training includes, but is not limited to the following list:

- a. Recruit or post recruit academies;

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- b. Apparatus familiarization;
- c. HAZMAT team training;
- d. Technical Rescue team training;
- e. Disaster or response drills;
- f. Specialty subject drills and classes; and
- g. Incident Command System Training.

14.2 Training Supplies, Equipment and Facilities. The participating Parties shall decide between themselves if they shall share the cost of training supplies, equipment or facility rental when conducting joint training.

SECTION 15. DUTY CHAPLAINS AND SUPPORT

15.1 The Parties have established a cadre of Duty Chaplains who respond to emergency calls and assist with family relocation caused by fire and other misfortunes as well as a Support Units. The Chaplains and rehabilitation units may be shared as allowed by the Parties.

SECTION 16. USE OF FACILITIES

16.1 The Parties may jointly use facilities and equipment owned or provided by any Party, as allowed by the party owning or providing such facilities (the "Hosting Party"). The Hosting Party shall take reasonable measures to ensure the site is safe for the intended training activity prior to conducting training. The defense and indemnification provisions in Section 9 shall apply to any joint use of facilities.

SECTION 17. REVIEW OF THE AGREEMENT AND ADMINISTRATION

17.1 Administration of this Agreement. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the Chief Officers of the respective Parties.

17.2. Meeting. The Fire Chief or Chief Executive Officer of each Party shall meet to review all of the operations of this Agreement every five (5) years or earlier upon request of a Party.

SECTION 18. NON-EXCLUSIVE PROVISION

18.1 The Parties to this Agreement shall not be precluded from entering into similar agreements with others.

SECTION 19. EQUIPMENT SALVAGE

19.1 All Parties to this Agreement shall exercise due diligence in salvaging damaged equipment and insuring that it is returned to its rightful owner.

SECTION 20. STATUS OF PERSONNEL

20.1 No employee of any Party to this Agreement shall be deemed to have become an employee of another Party or be covered by any insurance or pension plans of another Party by the employee's participation in the performance of this Agreement.

SECTION 21. AUTHORITY TO PURCHASE ON OTHER PARTIES' CONTRACTS

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21.1 Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:

- A. Comply with the public bidding laws of the State of Washington as they apply to such Party;
- B. Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases;
- C. Either (i) post the bid or solicitation notice on a web site established and maintained by a government, purchasing cooperative or similar service provider or (ii) provide an access link to the state's web portal to the notice.

21.2 This Agreement is intended to constitute the Interlocal Agreement required by RCW 39.04.030 for utilizing other Parties' purchase contracts.

SECTION 22. DURATION AND TERMINATION

22.1. **Effective Date.** This Agreement shall take effect and be in full force and effect after all of the following has occurred:

- A. The Agreement is approved by the official action of the governing bodies of at least two (2) Parties;
- B. The Agreement is executed by the duly authorized representative of at least 2 Parties; and
- C. A copy of the Agreement is filed with the Snohomish County Auditor's Office.

22.2 **Additional Parties.** When a new Party becomes a signatory to this Agreement, the signature page of such Party shall be recorded with the Auditor.

22.3 **Duration.** The initial term of this Agreement shall be for a period of ten (10) years.

22.4 **Extension.** This Agreement shall automatically be renewed and extended for additional ten (10) year periods upon the same terms and conditions set forth herein, or as amended, unless terminated in accordance with subsection D below.

22.5 **Withdrawal.** Subject to Section 4.4, each Party shall have the right to withdraw from this Agreement at any time during the term of this Agreement, including the initial term, by providing every other Party with written notice of intention to terminate. The withdrawal by one or more Parties shall have no effect on the remaining Parties to the Agreement.

22.6 **Effective Date for First Amendment.** A Party shall be bound to the terms of the agreement upon the following:

- A. The Agreement is approved by the official action of the Party's governing body or;

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B. The Agreement is executed by the duly authorized representative; and

C. A copy of this Agreement is filed with the Snohomish County Auditor's Office or listed on the Party's web site or other electronically retrievable public source as required by RCW 39.34.040.

SECTION 23. NOTICE

23.1 Any notices given under this Agreement shall be deemed to be sufficient if in writing and delivered personally or sent via certified mail to the Party affected at the address set forth on the signature page.

SECTION 24. NO BENEFIT TO THIRD PARTIES

24.1 This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

SECTION 25. SEPARATE PROPERTY

25.1. It is not contemplated that any property, real or personal, will be acquired by any Party separately or jointly as a result of this Agreement. No separate fund shall be established with regard to this Agreement. Any acquisition of joint property shall be subject to a separate Interlocal Agreement executed prior to or at the time of such joint acquisition. All equipment and property owned or acquired solely by a Party hereto shall remain the equipment and property of that Party.

SECTION 26. DRAFTING

26.1. Each Party has had had opportunity to participate in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

SECTION 27. SEVERABILITY

27.1. Any invalidity, in whole or in part, of any provision of this Agreement, shall not affect the validity of any other of its provisions.

SECTION 28. WAIVER

28.1. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

SECTION 29. AMENDMENT

29.1. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.

SECTION 30. ENTIRE AGREEMENT

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30.1. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein. This Agreement supersedes and nullifies any previous agreements or understandings, whether written and oral, between those Parties to this Agreement.

SECTION 31. COUNTERPARTS

31.1 This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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APPENDIX A

EXPECTED SIGNATORY AGENCIES

SNOHOMISH COUNTY

Arlington Fire Department
Bothell Fire Department (Includes Snohomish County Fire District 10)
Everett Fire Department
Marysville Fire District (Includes City of Marysville & Snohomish County Fire District 12)
Mukilteo Fire Department
North (Snohomish) County Fire Authority (Includes contract city of Stanwood)
Lake Stevens Fire & Rescue (Includes Snohomish County Fire District 8 & annexed city of Lake Stevens)
Boeing Fire Department (Everett)
Everett Naval Base
Snohomish County Airport (Paine Field Fire)
South Snohomish County Fire & Rescue Authority (Includes Authority agencies of Snohomish County Fire District 1 & City of Lynnwood) & (Contract cities of Mountlake Terrace, Edmonds, and Brier)
Snohomish County Fire District 4 (Includes annexed city of Snohomish)
Snohomish County Fire District 5 (Includes annexed city of Sultan)
Snohomish County Fire District 7 (Includes annexed city of Monroe and contract city of Mill Creek)
Snohomish County Fire District 15
Snohomish County Fire District 16
Snohomish County Fire District 17 (Includes annexed city of Granite Falls)
Snohomish County Fire District 19
Snohomish County Fire District 21
Snohomish County Fire District 22
Snohomish County Fire District 23
Snohomish County Fire District 24 (Includes annexed city of Darrington and Skagit County fire District 24)
Snohomish County Fire District 25
Snohomish County Fire District 26 (Includes annexed cities of Gold Bar and Index)
Snohomish County Fire District 27

ISLAND COUNTY

Camano Island Fire Department (Island County Fire District 1)

SKAGIT COUNTY

Skagit County Fire District 3
Skagit County Fire District 7
Skagit County Fire District 15

KING COUNTY

Shoreline Fire Department
Bothell Fire Department
Woodinville Fire & Rescue
King County Fire District 45

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King County Fire District 50

CHELAN COUNTY

Chelan County Fire District 3

Chelan County Fire District 9