

GR # 910788-001

INTERLOCAL AGREEMENT

CR# 47307 DATE 3-18-11 LOC ^{INTRALOC-000} TECHNICAL RESCUE RESPONSE

As 7958

THIS REVISED AGREEMENT is entered into this _____ day of _____, 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



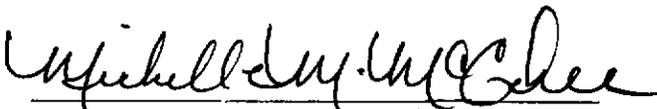
Mayor John Marchione
Date: 9/1/09

CITY OF KIRKLAND



City Manager David H. Ramsay
Date: 10/5/09

ATTEST/AUTHENTICATED:



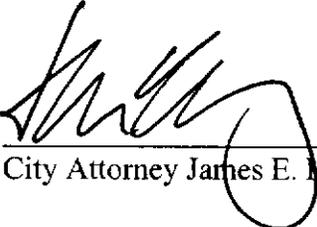
City Clerk Michelle McGehee

ATTEST/AUTHENTICATED:



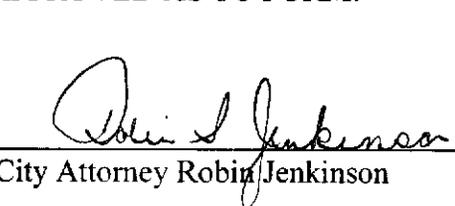
City Clerk

APPROVED AS TO FORM:



City Attorney James E. Haney

APPROVED AS TO FORM:



City Attorney Robin Jenkinson

**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: _____

CITY OF SNOQUALMIE

Mayor Matt Larson

Date: _____

ATTEST/AUTHENTICATED:

City Clerk Jodi Warren

APPROVED AS TO FORM:

City Attorney Pat Anderson

KING COUNTY FIRE PROTECTION

DISTRICT NO. 16 (NORTHSHORE)

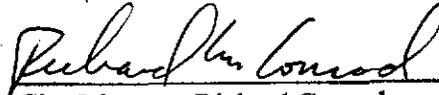
Fire Chief Tom Weathers

Date: _____

Board Chair of Commissioners
Don Ellis

Date: _____

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

**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: _____

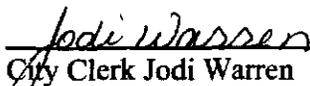
CITY OF SNOQUALMIE



Mayor Matt Larson

Date: November 9, 2009

ATTEST/AUTHENTICATED:



City Clerk Jodi Warren

APPROVED AS TO FORM:



City Attorney Pat Anderson

KING COUNTY FIRE PROTECTION

DISTRICT NO. 16 (NORTHSHORE)

Fire Chief Tom Weathers

Date: _____

Board Chair of Commissioners
Don Ellis

Date: _____

CITY OF MERCER ISLAND

City Manager Richard Conrad

Date: _____

ATTEST/AUTHENTICATED:

City Clerk Ali Spietz

APPROVED AS TO FORM:

City Attorney Katie Knight

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 BELLEVUE

City Manager Steve Sarkozy

Date: _____

ATTEST/AUTHENTICATED:

City Clerk Myrna Basich

APPROVED AS TO FORM:

City Attorney Lori Riordan

SHORELINE FIRE DEPARTMENT

Fire Chief Marcus Kragness

Date: _____

Board Chair of Commissioners Jon Kennison

Date: _____

CITY OF BOTHELL

City Manager Bob Stowe

Date: _____

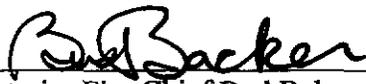
ATTEST/AUTHENTICATED:

City Clerk JoAnne Trudel

APPROVED AS TO FORM:

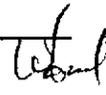
City Attorney Joe Beck

**WOODINVILLE FIRE AND
LIFE SAFETY**



Interim Fire Chief Bud Baker

Date: 7-7-2009

Board Chair of Commissioners, 
Clint Olson

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:

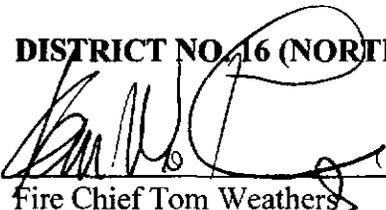
City Clerk Ali Spietz

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: _____

**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)**

Chris Connor

Fire Chief Chris Connor

Daniel Meredith

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: _____

CITY OF BELLEVUE

Steve Sarkozy
City Manager Steve Sarkozy
Date: 9-3-09

ATTEST/AUTHENTICATED:

Myrna Basich
City Clerk Myrna Basich

APPROVED AS TO FORM:

Lori Riordan
City Attorney Lori Riordan

SHORELINE FIRE DEPARTMENT

Fire Chief Marcus Kragness
Date: _____

Board Chair of Commissioners Jon Kennison
Date: _____

CITY OF BOTHELL

City Manager Bob Stowe
Date: _____

ATTEST/AUTHENTICATED:

City Clerk JoAnne Trudel

APPROVED AS TO FORM:

City Attorney Joe Beck

WOODINVILLE FIRE AND LIFE SAFETY

Interim Fire Chief Bud Baker
Date: _____

Board Chair of Commissioners
Clint Olson
Date: _____

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7958

A RESOLUTION authorizing the City Manager or his designee to execute an amended Interlocal Agreement between the City of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Shoreline Fire Department, Woodinville Fire & Life Safety, City of Snoqualmie, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District #10, District #38), KCFD #16, KCFD #45, and KCFD #27 for technical rescue.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an amended Interlocal Agreement between the City of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Shoreline Fire Department, Woodinville Fire & Life Safety, City of Snoqualmie, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District #10, District #38), KCFD #16, KCFD #45, and KCFD #27 for technical rescue, a copy of which amended Interlocal Agreement has been given Clerk's Receiving No. 47307.

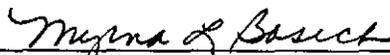
Passed by the City Council this 3rd day of August, 2009, and signed in authentication of its passage this 3rd day of August, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7958 authorizing the execution of an amended Interlocal Agreement between the Cities of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Snoqualmie, Woodinville Fire & Life Safety, Shoreline Fire Department, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District No. 10, District No. 38), King County Fire Protection District No. 16 (Northshore), King County Fire Protection District No. 45 (Duvall), and King County Fire Protection District No. 27 (Fall City) for technical rescue.

FISCAL IMPACT

Continued participation in this agreement does not obligate the City to any new costs in terms of staff, equipment or facilities.

STAFF CONTACT

Mike Eisner, Fire Chief
Fire Department

452-6896

POLICY CONSIDERATION

This agreement provides for continued regional cooperative efforts to maintain consistent procedures and guidelines for training, equipment, and personnel performing technical rescue services in order to ensure that such services are provided appropriately and efficiently in mutual aid situations.

BACKGROUND

Technical rescue includes trench, confined space, rope, water, and structural collapse rescue. These responses require specialized equipment and training. The ability to have adequate resources to respond to these types of emergency incidents is a concern shared by other cities and fire districts with which we have mutual fire/aid agreements.

On June 17, 2002 Council adopted Resolution No. 6708 authorizing the execution of an Interlocal Agreement between the Cities of Bellevue, Redmond, Kirkland, Bothell, Snoqualmie, Mercer Island, Woodinville Fire & Life Safety, King County Fire District No. 16 (Northshore), Eastside Fire & Rescue, Shoreline Fire Department, King County Fire District No. 45 (Duvall) and King County Fire District No. 27 (Fall City) for technical rescue and to establish consistent procedures and minimum guidelines for training, equipment, and personnel.

The Interlocal Agreement has been in effect for nine years and was reviewed by the Technical Rescue Joint Board, which includes representatives from each agency. This amended agreement reflect changes in response jurisdictions and incorporates updated language that includes the roles and responsibilities of the lead agency not identified in the original agreement. In addition, this amended Interlocal Agreement provides language concerning a Technical Rescue

Committee that serves to develop operational and training recommendations for review and adoption by the Trench Rescue Joint Board, as well as documenting that training requirements meet established guidelines.

EFFECTIVE DATE

If approved, this Resolution will become effective immediately upon Council adoption.

OPTIONS

1. Adopt Resolution No. 7958, authorizing execution of an amended Interlocal Agreement between the Cities of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Snoqualmie, Woodinville Fire & Life Safety, Shoreline Fire Department, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District No. 10, District No. 38), King County Fire Protection District No. 16 (Northshore), King County Fire Protection District No. 45 (Duvall), and King County Fire Protection District No. 27 (Fall City) for technical rescue.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7958 authorizing execution of an amended Interlocal Agreement between the Cities of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Snoqualmie, Woodinville Fire & Life Safety, Shoreline Fire Department, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District No. 10, District No. 38), King County Fire Protection District No. 16 (Northshore), King County Fire Protection District No. 45 (Duvall), and King County Fire Protection District No. 27 (Fall City) for technical rescue.

MOTION

Move to adopt Resolution No. 7958 authorizing execution of an amended Interlocal Agreement between the Cities of Bellevue, Redmond, Kirkland, Bothell, Mercer Island, Snoqualmie, Woodinville Fire & Life Safety, Shoreline Fire Department, Eastside Fire and Rescue (Issaquah, North Bend, Sammamish, District No. 10, District No. 38), King County Fire Protection District No. 16 (Northshore), King County Fire Protection District No. 45 (Duvall), and King County Fire Protection District No. 27 (Fall City) for technical rescue.

ATTACHMENTS

Proposed Resolution No. 7958

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement

REC NO 32282
CITY OF BELLEVUE
DATE 6/18/02
M. TOMKO
CITY CLERK'S OFFICE

INTERLOCAL AGREEMENT FOR TECHNICAL RESCUE

May 14, 2002

CCO FILE# 02-424
R056708

THIS AGREEMENT is entered into 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 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.

4 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 the following:

- A Suggested staffing levels for each technical rescue team that responds to a call
- 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

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 11 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.

5 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:

(1) 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 his or her 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

6 Property and Equipment At this time, the parties do not anticipate acquiring any jointly owned property or equipment. (All property and equipment owned by the individual parties shall remain owned by such individual parties. In the event that any jointly owned property or equipment is to be acquired in the future, the parties shall agree, in amendment form to this agreement, upon the ownership interests of each prior to acquisition and how said property or equipment shall be divided among the parties upon termination according to such interests.)

7 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. 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.

8 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.

9 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.

10 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.

11 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 10 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 shall be entitled to receive a share of such equipment in proportion to its interest in the same. 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.

12 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.

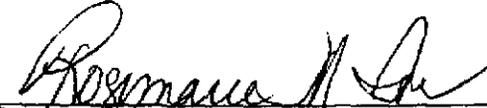
13 Agreement Non Exclusive This Agreement is not intended to be exclusive as between the several parties hereto. Any of the parties may, as they deem necessary or expedient, enter into separate mutual assistance agreements with any other person or agency. Entry into such separate agreements shall not, unless notice is given as provided in paragraph 11, 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.

14 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.

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

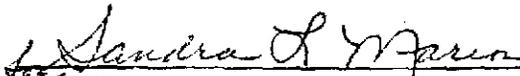
EXECUTED by each of the parties on the dates set forth below.

CITY OF REDMOND



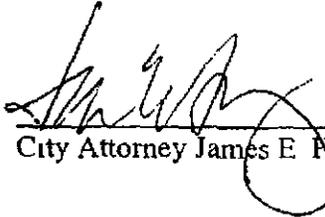
Mayor Rosemarie M. Ives
Date 1/14/03

ATTEST/AUTHENTICATED



City Clerk Bonnie Mattson

APPROVED AS TO FORM



City Attorney James E. Haney

CITY OF BELLEVUE

City Manager Steve Sarkozy
Date _____

ATTEST/AUTHENTICATED

City Clerk Myrna Basich

APPROVED AS TO FORM

City Attorney Richard A. Andrews

CITY OF KIRKLAND

City Manager David H. Ramsay
Date _____

ATTEST/AUTHENTICATED

City Clerk Janice Perry

APPROVED AS TO FORM

City Attorney Gail Gorud

CITY OF BOTHELL

City Manager Jim Thompson
Date _____

ATTEST/AUTHENTICATED

City Clerk JoAnne Trudel

APPROVED AS TO FORM

City Attorney Michael Weight

CITY OF REDMOND

Mayor Rosemarie M Ives
Date _____

ATTEST/AUTHENTICATED

City Clerk Bonnie Mattson

APPROVED AS TO FORM

City Attorney James E Haney

CITY OF BELLEVUE

Steve Sarkozy
Ⓢ City Manager Steve Sarkozy
Date 6/26/07

ATTEST/AUTHENTICATED

City Clerk Myrna Basich

APPROVED AS TO FORM

Richard A. Andrews

City Attorney Richard A Andrews

CITY OF KIRKLAND

City Manager David H Ramsay
Date _____

ATTEST/AUTHENTICATED

City Clerk Janice Perry

APPROVED AS TO FORM

City Attorney Gail Gorud

CITY OF BOTHELL

City Manager Jim Thompson
Date _____

ATTEST/AUTHENTICATED

City Clerk JoAnne Trudel

APPROVED AS TO FORM

Michael Weight

City Attorney Michael Weight

CITY OF REDMOND

Mayor Rosemane M Ives
Date _____

ATTEST/AUTHENTICATED

City Clerk Bonnie Mattson

APPROVED AS TO FORM

City Attorney James E Haney

CITY OF BELLEVUE

City Manager Steve Sarkozy
Date _____

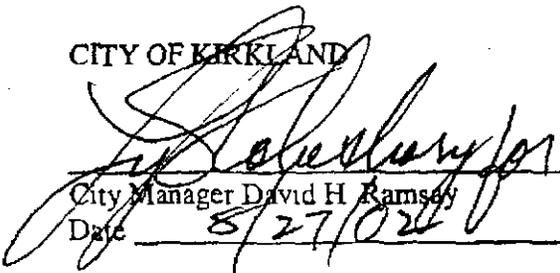
ATTEST/AUTHENTICATED

City Clerk Myrna Basich

APPROVED AS TO FORM

City Attorney Richard A Andrews

CITY OF KIRKLAND



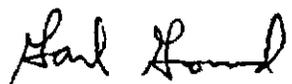
City Manager David H Ramsey
Date 8/27/02

ATTEST/AUTHENTICATED



City Clerk Janice Perry

APPROVED AS TO FORM



City Attorney Gail Gorud

CITY OF BOTHELL

City Manager Jim Thompson
Date _____

ATTEST/AUTHENTICATED

City Clerk JoAnne Trudel

APPROVED AS TO FORM

City Attorney Michael Weight

CITY OF REDMOND

Mayor Rosemarie M Ives
Date _____

ATTEST/AUTHENTICATED

City Clerk Bonnie Mattson

APPROVED AS TO FORM

City Attorney James E Haney

CITY OF BELLEVUE

City Manager Steve Sarkozy
Date _____

ATTEST/AUTHENTICATED

City Clerk Myrna Basich

APPROVED AS TO FORM

City Attorney Richard A Andrews

CITY OF KIRKLAND

City Manager David H Ramsay
Date _____

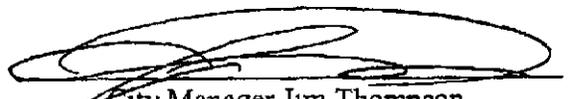
ATTEST/AUTHENTICATED

City Clerk Janice Perry

APPROVED AS TO FORM

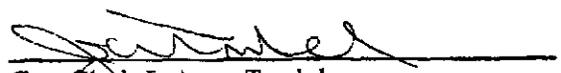
City Attorney Gail Gorud

CITY OF BOTHELL



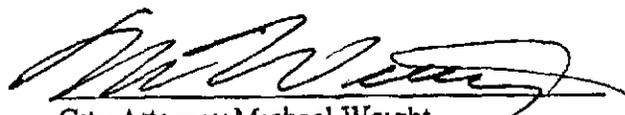
City Manager Jim Thompson
Date 7-15-02

ATTEST/AUTHENTICATED



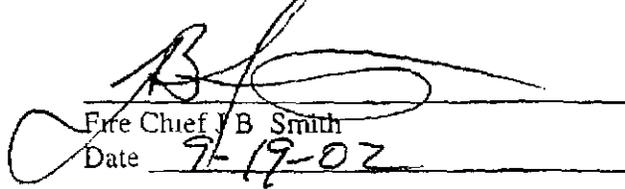
City Clerk JoAnne Trudel

APPROVED AS TO FORM



City Attorney Michael Weight

SHORELINE FIRE DEPT


Fire Chief J B Smith
Date 7-19-02

WOODINVILLE FIRE AND
LIFE SAFETY

Fire Chief Steve Smith
Date _____

CITY OF SNOQUALMIE

Mayor Randy Fletcher
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 Christine Eggers

APPROVED AS TO FORM

City Attorney Londi K Lindell

SHORELINE FIRE DEPT

WOODINVILLE FIRE AND
LIFE SAFETY

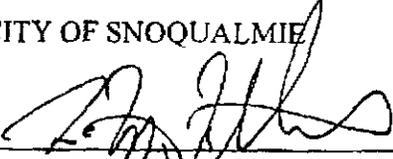
Fire Chief J B Smith

Date _____

Fire Chief Steve Smith

Date _____

CITY OF SNOQUALMIE



Mayor Randy Fletcher

Date JUNE 10, 2002

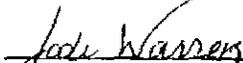
CITY OF MERCER ISLAND

City Manager Richard Conrad

Date _____

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED



City Clerk Jodi Warren

APPROVED AS TO FORM

City Clerk Christine Eggers

APPROVED AS TO FORM



City Attorney Pat Anderson

City Attorney Londi K Lindell

SHORELINE FIRE DEPT

Fire Chief J B Smith
Date _____

WOODINVILLE FIRE AND
LIFE SAFETY



Fire Chief Steve Smith
Date 9/30/02

CITY OF SNOQUALMIE

Mayor Randy Fletcher
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 Christine Eggers

APPROVED AS TO FORM

City Attorney Londi K Lindell

SHORELINE FIRE DEPT

WOODINVILLE FIRE AND
LIFE SAFETY

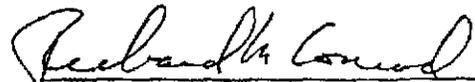
Fire Chief J B Smith
Date _____

Fire Chief Steve Smith
Date _____

CITY OF SNOQUALMIE

CITY OF MERCER ISLAND

Mayor Randy Fletcher
Date _____

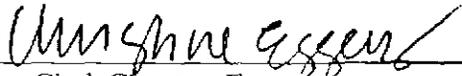


City Manager Richard Conrad
Date 3-31-03

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

City Clerk Jodi Warren



City Clerk Christine Eggers

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney Pat Anderson



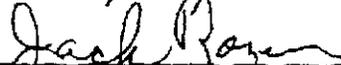
City Attorney Londi K Lindell

KING COUNTY FIRE PROTECTION
DISTRICT NO 16 (NORTHSHORE)



Fire Chief Robert Peterson

Date 7/24/02



Board Chair of Commissioners Jack Rogers

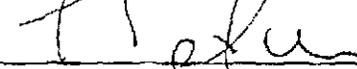
Date 7/21/02

KING COUNTY FIRE PROTECTION
DISTRICT NO 45 (DUVALL)

Board Chair of Commissioners Sandy Rowe

Date _____

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



Fire Chief Lee Sputch

Date 5-16-02

KING COUNTY FIRE PROTECTION
DISTRICT NO 27 (FALL CITY)

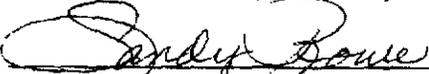
Fire Chief Chris Connor

KING COUNTY FIRE PROTECTION
DISTRICT NO 16 (NORTHSHORE)

Fire Chief Robert Peterson
Date _____

Board Chair of Commisstoners Jack Rogers
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO 45 (DUVALL)



Board Chair of Commitsstoners Sandy Rowe
Date 6/13/07

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

Fire Chief Lee Soptich
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO 27 (FALL CITY)

Fire Chief Chris Connor

KING COUNTY FIRE PROTECTION
DISTRICT NO 16 (NORTHSHORE)

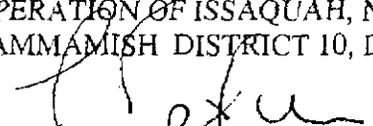
Fire Chief Robert Peterson
Date _____

Board Chair of Commissioners Jack Rogers
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO 45 (DUVALL)

Board Chair of Commissioners Sandy Rowe
Date _____

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



Fire Chief Lee Sptich
Date 5-16-02

KING COUNTY FIRE PROTECTION
DISTRICT NO 27 (FALL CITY)

Fire Chief Chris Connor

KING COUNTY FIRE PROTECTION
DISTRICT NO 16 (NORTHSHORE)

Fire Chief Robert Peterson
Date _____

Board Chair of Commissioners Jack Rogers
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO 45 (DUVALL)

Board Chair of Commissioners Sandy Rowe
Date _____

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

Fire Chief Lee Soptich
Date _____

KING COUNTY FIRE PROTECTION
DISTRICT NO 27 (FALL CITY)

Chris Connor

Fire Chief Chris Connor
Date 8/13/2002

Tommie Brice

Board Chair of Commissioners Tommie Brice
Date 8/13/2002

This page is not part of the inter-local agreement It is intended for information only

The following is a "level of participation" anticipated by each of the jurisdictions as identified

Jurisdiction	Trench	Confined Space	H/L Angle	Water	Structural Collapse	Response Vehicle
Bothell	Tech 2003	Tech 2002	Tech 2001	Ops 2001	Tech 2004	Ladder 45
Bellevue	Tech 2002	Tech 2002	Tech 2001	Ops 2001	Tech 2003	LF7/01-LF3/02
Kirkland	Tech 2001	Tech 2001	Tech 2001	Ops 2001	Tech 2003	Ladder 26
Redmond	Tech 2001	Tech 2001	Tech 2001	Ops 2001	Tech 2001	Rescue 16
Shoreline	Tech 2001	Tech 2001	Tech 2001	Ops 2001	Tech 2003	Ladder 61
Northshore	Tech 2003	Tech 2001	Tech 2001	Ops 2001	Tech 2004	Rescue 51
Woodinville	Tech 2001	Tech 2001	Tech 2001	Ops 2001	Tech 2001	Ladder 31
Duvall	Tech 2001	Tech 2002	Tech 2001	Tech 2002	Tech 2002	Tlr Or Utility
Eastside	Tech 2001	Tech 2001	Tech 2001	Swift 2001	Ops 2001	L-71 & Res-85
Snoqualmie	Ops 2002	Tech 2003	Tech 2002	Tech 2002	Ops 2003	Support 281
Mercer Is	Ops	Ops	Ops	Dive 2001	Ops	Patrol 11/R-91
Fall City						

CITY OF REDMOND

Mayor Rosemarie M Ives
Date _____

ATTEST/AUTHENTICATED

City Clerk Bonnie Mattson

APPROVED AS TO FORM

City Attorney James E Haney

CITY OF BELLEVUE

for _____
ERobert
City Manager Steve Sarkozy
Date *6/26/02*

ATTEST/AUTHENTICATED

City Clerk Myrna Basich

APPROVED AS TO FORM

Richard A. Andrews ASSISTANT CITY ATTORNEY

City Attorney Richard A Andrews

CITY OF KIRKLAND

City Manager David H Ramsay
Date _____

ATTEST/AUTHENTICATED

City Clerk Janice Perry

APPROVED AS TO FORM

City Attorney Gail Gorud

CITY OF BOTHELL

City Manager Jim Thompson
Date _____

ATTEST/AUTHENTICATED

City Clerk JoAnne Trudel

APPROVED AS TO FORM

City Attorney Michael Weight

0818-RES
6/12/02

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO 6708

A RESOLUTION authorizing the City Manager to execute an Interlocal Agreement with the cities of Redmond, Kirkland, Bothell Shoreline Snoqualmie, Mercer Island, Woodinville Fire & Life Safety, KCFD #16 (Northshore) Eastside Fire & Rescue, KCFD #45 (Duvall) and KCFD # 27 (Fall City) for technical rescue

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS

Section 1 The City Manager or his designee is authorized to execute an Interlocal Agreement with the cities of Redmond Kirkland Bothell, Shoreline Snoqualmie, Mercer Island, Woodinville Fire & Life Safety KCFD #16 (Northshore), Eastside Fire & Rescue KCFD #45 (Duvall) and KCFD # 27 (Fall City) for technical rescue, a copy of which Agreement has been given Clerk s Receiving No 32282

Passed by the City Council this 17th day of June
2002 and signed in authentication of its passage this 17th day of June
_____, 2002

(SEAL)

Connie B Marshall
Connie B Marshall, Mayor

Attest

Myrna L Basich
Myrna L. Basich, City Clerk



City Clerk's Office MEMORANDUM

Memorandum

To King County Recorder's Office
From Michael Tomow, Records Coordinator
Date 4/23/04
Re Interlocal Agreement Filing

The following legislation and attached agreement are included for filing with the King County Record's Office per RCW 39 34 040

Resolution No 6708 Agreement Clerk s Receiving No 32282
Ordinance No _____ Agreement Clerk's Receiving No _____

CONFORMED COPY

20040601001217
KING COUNTY KCCA 0 00
PAGE 001 OF 001
05/01/2004 12 54
KING COUNTY WA



City of Bellevue
City Clerk's Office

CONTRACTUAL ROUTING/APPROVAL

FIRE CONTRACT NO # FIRE-02-18

The originating Department must complete the form, obtain the signature of the Dept Head and route the document to the City Attorney's Office. Upon City Attorney's approval as to form, the contract is routed to the Risk Manager, the Grant Accountant, Accounts Payable and the City Manager for review and approval and then to the City Clerk for Recording.

CONTRACT TITLE Interlocal Agreement for Technical Rescue
 ORIGINATING DEPT Fire Dept
 FUND/DEPT/DIV (Account #'s) 0100/052/572-20
 STAFF CONTACT Cheryl Lucarelli
 TELEPHONE 452-6895
 DATE June 19, 2002

ROUTING PROCESS

- TO
- LEGAL
- RISK MANAGER
- GRANT ACCOUNTANT (if applicable)
- ACCOUNTS PAYABLE
- CITY MANAGER (if required)
- CITY CLERK
- RETURN TO WHOM?

RECEIVED
CITY OF BELLEVUE
LEGAL DEPT
JUN 20 2002
AM 7:19:10 PM 4:15:16

DEPT HEAD SIGNATURE
 SIGNATURE [Signature]
 BY P. Lee
 BY Joanne Nicolai
 BY [Signature]
 BY [Signature]
 BY MT 6/26/02
Wale Hill - Fire Dept

REQUIRED INFORMATION

Incomplete form will be returned to staff contact.

Vendor # NA Vendor Name NA
 Expiration Date _____ Fund / Dept / Div General / Fire / EMS
 Type F I P N B L O Bid # NA Amendment Yes No
 F - formal PW B - building maint Per Ordinance / Resolution # Res # 6708
 I - informal PW L - landscape Dated June 18, 2002
 P - professional services O - other Contract Amount N/A
 N - non-professional services CC File Locator 32282 02424 Tax ID _____

Contract Description Interlocal Agreement between City of Bellevue, Redmond, Kirkland, Bothell, Shoreline, Woodinville, Fire & Life Safety, City of Snoqualmie, Mercer Island, KCFD #16 (Northshore), Eastside Fire & Rescue, KCFD #45 (Duvall) and KCFD #27 (Fall City) for technical rescue, to establish consistent procedures and minimum guidelines for training, equipment, and personnel providing technical rescue to ensure that such services are provided appropriately and efficiently in mutual aid situations.