

INTERLOCAL AGREEMENT – SWIFTWATER RESCUE

THIS INTERLOCAL AGREEMENT is entered into and effective pursuant to chapter 39.34 RCW, this 18th day of July, 2017, by and between Pierce County Fire Protection Districts No. 6 (Central Pierce Fire & Rescue), and No. 18 (Orting Valley Fire and Rescue), and East Pierce Fire & Rescue to collaborate on Swiftwater Rescue by various means and methods, to include automatic aid and training. Collectively, these three municipal corporations will be referred to herein as "the Parties".

WHEREAS, the Parties believe it would benefit all three districts and the citizens they serve to collaborate with regard to Swiftwater Rescue, and training thereon, as all three districts have such waterways within their jurisdiction, and

WHEREAS, such rescue responses do occur with sufficient frequency and severity, with consequent injuries or loss of life, so as to justify joint responses and joint training;

NOW, THEREFORE, it is hereby agreed between the parties:

1. **PURPOSE.**

The purpose of this agreement is to provide the terms and conditions under which the Parties will collaborate on Swiftwater Rescue events or responses, and to assist in cooperative training on such rescues. The agreement shall provide for automatic aid on such responses to speed up the delivery of services to the other parties. No legal or administrative entity is created by this agreement. There is no joint financing or budget required for this program and no property to be jointly acquired.

2. **PROGRAM DELIVERY.**

As established jointly by the respective Fire Chiefs of the Parties, as the administrators of this interlocal agreement, there shall be automatic aid provided for any and all swiftwater rescue responses identified as such by the dispatch agency (South Sound 911) during the pendency of this agreement. Each of the Parties agrees to have the qualified members of their department available or on call to respond to such dispatches. Each Fire Chief of each of the Parties agrees to maintain a departmental "Swiftwater Rescue Team" roster to demonstrate that each party is committed to the interlocal agreement and its purpose. This will be accomplished by the Fire Chiefs ordering the dispatch agency to program the computer-aided dispatch accordingly, for specified service areas or zones within the respective districts or within the entire respective districts. The Parties further agree to hold a minimum of three Swiftwater Rescue training days per calendar year, with each of the Parties hosting at least one such training day during the year.

3. **INCIDENT COMMAND.**

Command responsibility at any emergency scene rests with the party in whose jurisdiction the incident requiring automatic aid has occurred. The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The equipment and personnel of the responding party shall be released from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions warrant.

4. TERM OF AGREEMENT.

The term of this Agreement shall be one year after the effective date hereof, **provided** that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The participants agree to review the program shortly before the end of the annual term to determine if changes need to be made. Any party may terminate their participation during the term of this agreement, or any renewal term, by providing 180 days written notice to the other Parties.

5. CONSIDERATION.

The consideration for this agreement is the mutual and reciprocal provision of services by each agency, except as stated herein. When the value of the services is deemed to be equal, there is no monetary consideration needed or provided. When the value of the services is deemed to be unequal, it is the intent of the parties that the district providing the greater value shall be compensated fairly by prompt payment of invoice **provided** that such Party will provide thirty (30) days notice of its intent to make such a claim.

6. EMPLOYER/EMPLOYEE RELATIONSHIP.

It is understood and agreed by the parties that any employee of the Parties providing services pursuant to this Agreement, shall be and remain an employee of their usual employer. He/she shall not be deemed an employee of the other Parties, even though he/she may operate at times under the direct supervision and control of the other agency's officials for the limited purposes of this agreement. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between the agency served any other agency's employee. He/she shall not be considered an independent contractor, but rather a continuing employee of the regular employer.

7. OTHER PROVISIONS.

The following standard provisions also apply:

1. **Integrated Agreement.** This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would

- alter the terms of this document. The agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
2. **No Third Party Beneficiary.** The provisions of this interlocal agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this agreement. The agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
 3. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
 4. **Arbitration of Disputes.** It is the intent of all parties to this agreement that disputes, if any, between any of the parties hereto shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the parties proceed to Superior Court.
 5. **Construction/Interpretation.** This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.
 6. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the interlocal agreement are not deemed to be agents of each other for purposes of this agreement.
 7. **Waiver of Breach.** The failure of any party to this agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.
 8. **Industrial Insurance Waiver.** With respect to the performance of this agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless

provided in this agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this agreement.

9. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.
10. **Attorney Review.** The Parties agree that this agreement should be reviewed by their attorney. If more than one party hereto is represented by Joseph F. Quinn, those Parties consent to the dual representation by such Attorney

**PIERCE COUNTY
FIRE PROTECTION DISTRICT NO. 6**

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

District Secretary

Approved as to Form:

Attorney for District No. 6

Address for Notices: _____

PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 18

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

District Secretary

APPROVED AS TO FORM:

Attorney for Pierce County
Fire Protection District No. 18

Address for Notices: _____

EAST PIERCE FIRE & RESCUE

Mark J. Hutchins
Chairman

Jon Nypien
Commissioner

McCall
Commissioner

[Signature]
Commissioner

E. Egan
Commissioner

Victor S
Commissioner

Commissioner

ATTEST:

Michelle Helton
District Secretary

APPROVED AS TO FORM:

Attorney for East Pierce Fire & Rescue

Address for Notices: 18421 Veterans Memorial Dr. E
Bonney Lake, WA 98391