Eastside Fire & Rescue
Board of Directors
AGENDA BILL 2019-02
January 10, 2019

SUBJECT: InterLocal Agreement - Shared Use of Emergency Reserve Apparatus

SUMMARY STATEMENT: This InterLocal Agreement (ILA) shall be entered between the following Fire Agencies; Eastside Fire & Rescue, Kirkland Fire Department, Shoreline Fire Department, Woodinville Fire and Rescue, and Redmond Fire Department, enables these Agencies to share emergency response reserve apparatus to temporarily replace, or supplement, regular apparatus in order to maintain levels of service. Cost savings and operational efficiencies shall be created by sharing the emergency response resources between agencies.

Expenditure Required: $0	**Amount Budgeted**: $0
	Fund Utilized:

RECOMMENDED MOTION: Move to approve the InterLocal Agreement for Shared Use of Emergency Reserve Apparatus.

ALTERNATIVE(S):

1) Recommend revisions.
2) Do not support the InterLocal Agreement.

EXHIBITS:
1) ILA - Shared Use of Emergency Reserve Apparatus

Originator: JC

Administrative Review: 12/31/18

Action: Approved as presented 8-0	Date: 1/10/19
Motion By: Director Smith 2nd: Director Moran	Board Secretary:

CON/18/474

INTERLOCAL AGREEMENT FOR SHARED USE OF EMERGENCY RESPONSE RESERVE APPARATUS

This Agreement ("Agreement") is made and entered into by public agencies and Chapter RCW nonprofit corporations that have executed this Agreement pursuant to the authority of the Interlocal Cooperation Act as codified in Chapter 39.34 RCW.

ARTICLE I. PURPOSE

A. The providers of fire protection services have a need for emergency response reserve apparatus to temporarily replace or supplement regular apparatus in order to maintain desired levels of operation and service.

B. The sharing of emergency response reserve apparatus between different fire protection service providers benefits fire protection service providers and the citizens they serve by providing cost savings and operational efficiencies.

C. Recognizing the efficiencies and cost savings created by the sharing of emergency response reserve apparatus, the authorized signatories hereby establish a Shared Emergency Response Reserve Apparatus (SERRA) Program for the purpose of sharing emergency response reserve apparatus. The SERRA Program and participation therein shall be governed by the terms and conditions of this Agreement.

ARTICLE II. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

A. Fire Apparatus – fire apparatus as defined by the most current version of NFPA 1901, Standard for Automotive Fire Apparatus, as well as ambulances as defined by the most current version of WAC 246-976-290. Examples of fire apparatus include, but are not limited to, fire pumpers and ladder trucks. Examples of ambulances include, but are not limited to, aid cars and medic units.

B. Fire Chief - The manager/director/head of a Party or his/her designee. A Party that is a joint operation between multiple districts or departments, including

EF&R, shall designate a single representative to act as the Fire Chief for the administrative and operational purposes of this Agreement.

C. Party - Any public agency or non-profit corporation that has authorized and executed this interlocal agreement under the procedures of this Agreement (individually a "Party" and collectively the "Parties"). The Parties are further classified as follows:

1. Original Parties - The Original Parties to this Agreement are:
   i. Eastside Fire & Rescue (EFR) (a joint operation of King County Fire Protection District No. 10, King County Fire Protection District No. 38, City of Issaquah, City of North Bend and City of Sammamish);
   ii. The City of Kirkland, a municipal corporation;
   iii. The City of Redmond Fire Department (a joint operation of King County Fire Protection District 34 and the City of Redmond);
   iv. King County Fire Protection District 4 (Shoreline Fire Department); and
   v. King County Fire Protection District 36 (Woodinville Fire and Rescue).
2. Participating Party - A Party who does not make Shared Emergency Response Reserve Apparatus available to other Members, but has access to Shared Emergency Response Reserve Apparatus through this Agreement.
3. Sharing Party – A Party who makes Shared Emergency Response Reserve Apparatus available to other Members pursuant to the terms of this Agreement.

D. Primary Response Apparatus - Fire apparatus that are kept in regular and active service.

E. Reserve Apparatus - Fire apparatus reserved for use as a temporary replacement to one or more of an agency's Primary Response Apparatus that are temporarily out of service in order to maintain desired levels of operation and service.

F. Shared Emergency Response Reserve Apparatus (SERRA) - Reserve apparatus that is shared by its owner with the Parties pursuant to the terms of this

Agreement.

ARTICLE III. ADMINISTRATION

A. Administering Committee - Each Party to this Agreement shall be represented by its Fire Chief or the Fire Chief's designee as part of an Administering Committee. The Administering Committee shall make all necessary decisions to administer this Agreement, including implementing polices and rules for the operation, maintenance and use of SERRA that are consistent with this Agreement. Except as otherwise provided in this Agreement or Administering Committee adopted procedural rules, the Administering Committee's decisions will be made by majority vote of each Party's Fire Chief or the Fire Chief's designee. Votes of the Administering Committee shall be binding on the Parties only if every Party's Fire Chief has a reasonable opportunity to participate in the vote and at least a majority of the Parties actually participate in the vote.

ARTICLE IV. PARTICIPATION

A. Addition of New Parties. Any public agency or Chapter 39.34 RCW nonprofit corporation, other than the Original Parties, that wishes to join the SERRA Program must first apply for acceptance to the Administering Committee. The Administering Committee will consider and vote on all applications. A two-thirds majority vote of the committee shall be required to authorize any new Party to join this Agreement and the SERRA Program.

B. Selection of SERRA by Sharing Party. Any Party desiring to become a Sharing Party shall propose to the Administering Committee the specific type of Reserve Apparatus it wishes to share and the term it is willing to commit sharing the specific type of Reserve Apparatus. The Administering Committee will vote on the proposal. If accepted, the Sharing Party will be bound to maintain the specific apparatus as SERRA for the entire proposed term unless (1) the Administering Committee agrees to the terminate the sharing term early, (2) the apparatus becomes unusable and repair is not practical, or (3) the Sharing Party

is forced by budgetary or other causes to make the apparatus one of its Primary Response Apparatus.

C. Selection of SERRA by Participating Party. Any party desiring to become a Participating Party may select a specific SERRA they would like access to.

D. Use of **SERRA.** All Parties shall have access to use a specific **SERRA** as needed on a first come first serve basis. If a Sharing Party and Participating Party wish to use **SERRA** at the same time, the Sharing Party shall have priority. The allowed time period for any Party's use of SERRA shall be limited to the time during which it is diligently repairing or seeking replacement of the Primary Response Apparatus that the SERRA is temporarily replacing.

1. The SERRA may be used when it is expected to be needed for more than 3 calendar days, unless alternative arrangements are agreed upon by the Sharing and Participating Parties.
2. At least 48 hours' notice may be required to make the apparatus available.
3. The Sharing Party shall establish and maintain a cache of equipment kept on the apparatus and available when loaned. Each Participating Party will maintain a list of equipment that will be placed on the apparatus when they are using the apparatus. All equipment originally on the apparatus shall be returned in good working order with the apparatus.

E. Location of SERRA. Unless agreed otherwise by the Fire Chiefs of Parties owning and sharing SERRA, a SERRA shall be located within a clean and ready for use station that is staffed at all times by full-time, paid, commissioned firefighters. The Fire Chief of a Party owning SERRA, in consultation with the Fire Chiefs of the Parties owning and sharing SERRA, shall select the station for storage of SERRA while it is not in use by any Party.

ARTICLE V. PARTY RESPONSIBILITIES FOR SERRA

A. Sharing Parties. SERRA shall be an asset of the Party owning the SERRA. The Party owning a SERRA shall generally manage and control the SERRA, subject

to shared use rights under this Agreement. A Party sharing a SERRA shall not alter the SERRA, or its equipment, without prior approval of the Party owning the SERRA. If the Fire Chief of a Party owning a SERRA approves an alteration, the cost of the alteration shall be paid by the Party requesting the alteration, unless agreed otherwise by the Fire Chiefs of the Parties involved. The alteration will then become the property of the owner of the SERRA. Each Sharing Party is responsible for performing and paying for all routine maintenance of the SERRA it owns.

B. Each Sharing Party shall also be responsible for performing and paying for all non-routine repairs and maintenance necessitated by ordinary wear and tear of the SERRA it owns.

C. Parties Using and Storing SERRA. Each Party shall exercise due care in storing and operating SERRA and shall abide by the manufacturer's instructions for the care and use of the SERRA as well as any specific use and care instructions provided to the Participating Party by the Sharing Party. Each Party using and storing SERRA shall locate it within a clean and ready for use station that is staffed at all times by full-time, paid, commissioned firefighters. Each Party storing or using SERRA is responsible for keeping the SERRA clean and insuring against theft, vandalism, and accidents in accordance with Article VII (E) of this Agreement. Each Party shall be responsible for any damage to SERRA that is caused by its negligence.

ARTICLE VI. REPAIRS

A. The Administering Committee will develop policy related to fiscal matters arising from routine and emergency maintenance and repairs of SERRA.

ARTICLE VII. GENERAL TERMS

A. Effective Date. This Agreement shall be effective with respect to each Party when that Party's authorized representative executes the Agreement. The Administering Committee shall maintain a master list of all Parties.

B. Notice. Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Party must be delivered to the Party's Fire Chief. Notice to the Administering Committee must be delivered to every Party.

C. Withdrawal. A Participating Party may withdraw its participation in the SERRA Program with no less than 30 days written notice to the Administering Committee. A Sharing Party may withdraw its participation from the SERRA Program upon 60 days written notice, unless a shorter period is approved by the Administering Committee. Withdrawal from the SERRA Program will not affect any indemnification or obligations that arise prior to the effective date of the withdrawal.

D. Termination. This Agreement shall terminate in its entirety when there are less than two Parties or by a unanimous vote of the Administering Committee. Termination of this Agreement will not affect any indemnification under this Agreement arising prior to the termination.

E. Insurance. A Party that owns, uses, or stores SERRA shall either be self-insured or shall maintain insurance for the operation and use of the SERRA that is at least equal to the insurance the Party maintains for its Primary Response Apparatus.

F. Indemnification. Each Party shall indemnify, defend, and hold the other Party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying Party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified Party. If a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, then in the event of liability caused by the concurrent negligence of both Parties, each Party shall be responsible only to the extent of its own negligence. The Parties waive immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

G. Dispute Resolution. In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof, the dispute or difference shall be attempted to be resolved by the Administering Board. If the dispute or difference is unable to be resolved by the Administering Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.

H. Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provisions within this Agreement, jurisdiction shall be in the courts of the State of Washington and venue shall be in King County, Washington.

I. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the parties intend and desire that such provision be enforceable to the full extent permitted by law, and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remainder of this Agreement,

J. Amendment. This Agreement may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except by an instrument in writing signed by the Parties.

K. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

L. Prohibition on Third Parties and Assignment of Rights/Duties. Notwithstanding rights of subrogation asserted by a Party's insurance provider, this Agreement is for the sole benefit of the Parties and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Party owe a duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignment of benefits and delegations of duties created by this Agreement are prohibited and of no effect.

M. Chapter 39.34 RCW. No separate legal entity is created pursuant to this Agreement. This Agreement shall be administered by the Administering Committee.

N. Authority to enter into agreement. This Agreement shall be executed on behalf of each participating member by its duly authorized representative and pursuant to an appropriate resolution, ordinance, or authorizing practice of each participating agency. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

City of Kirkland

Tracey Dunlap	Deputy City Manager		
Name (please print)	Title	Name	Title
Tracey Dunlap	12/17/18		
Signature	Date	Signature	Date

City of Redmond

Name (please print)	Title	Name	Title
Signature	Date	Signature	Date

Eastside Fire and Rescue

Name (please print)	Title BOARD CHAIR	Name	Title FIRE CHIEF
Signature	Date	Signature	Date
	1/10/19		1/10/19

Shoreline Fire Department

Name (please print)	Title	Name	Title
Signature	Date	Signature	Date
	1/3/19		2/7/2019

Woodinville Fire and Rescue

Name (please print)	Title	Name	Title
Signature	Date	Signature	Date
	12/4/18		12/4/2018