

**INTERLOCAL AGREEMENT
AUTHORIZING THE CREATION OF A
FIREFIGHTER SPECIAL OPERATIONS AND RESCUE TEAM
(SORT)**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

Whereas, pursuant to RCW 35.84.040 and .050 and RCW 52.12.111 and .121, the governing body of each party to this Agreement has determined that each piece of fire apparatus owned, operated, or maintained by that party may be used outside its own jurisdictional boundaries, and each party's personnel may perform its duties outside its jurisdictional boundaries to accomplish the purpose of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia ("OLYMPIA"), City of Tumwater ("TUMWATER"), West Thurston Regional Fire Authority ("WTRFA"), and Thurston County Fire Districts 3, 5, 6, and 9 (each "DISTRICT # ___") agree as follows:

I. Purpose

The purpose of this Agreement is to allow the parties to form a specially trained rescue team intended to complement, and not to replace, the services already provided under the Agreement known as the Thurston County Mutual Aid for Firefighting and Emergency Medical Services. Nothing in this Agreement is intended to usurp the power and authority of the Thurston County Sheriff's office with respect to search and rescue activities described in RCW 38.52.400 et seq. Similarly, the parties recognize the authority of the Thurston County Sheriff's office with respect to water rescue and the regulation of watercraft. This Agreement provides for the creation of a Special Operations and Rescue Team (SORT) to respond to unique emergency rescue situations in which specialized training and expertise may be required. SORT is created with the intent of supplementing the work of existing entities that provide emergency rescue response.

II. Definitions

In this Agreement, the following words or terms have the meanings set forth below:

- A. "Emergency" means any situation or event causing or having potential to cause property damage, injury or death, or an event or circumstance that may overwhelm the resources of a party to this Agreement.
- B. "Incident Commander" means the fire department member in overall command of an emergency.
- C. "Joint Board" means the group of individuals designated by the parties to make decisions that will carry out the intent of this Agreement in accordance with its terms.
- D. "Lead Agency" means the party designated by the Joint Board to acquire, store, maintain, and insure supplies and equipment on behalf of the parties to this Agreement.
- E. "Member" means a party to this Agreement who also participates on the Special Operations Rescue Team, is entitled to representation on the Joint Board and may request the services of SORT in the event a situation arises in the member's jurisdiction.
- F. "Non Member" means a party to this Agreement who does not participate on the Special Operations Rescue Team, is not entitled to representation on the Joint Board but may request the services of SORT in the event a situation arises in the non member's jurisdiction.
- G. "Special Operations" means rescue incidents such as trench, confined space, high/low angle, structure collapse, or other situations requiring specialized, unique training beyond the expertise of a typical firefighter.
- H. "Special Operations Rescue Team" or "SORT" means the group of specially trained individual firefighters who respond to Special Operations pursuant to this Agreement.

III. Joint Board

- A. This Agreement creates a Joint Board to be known as the "SORT Board." No separate legal entity is created. The SORT Board shall administer this Agreement, make decisions, and perform all actions necessary for the successful operation of SORT, in accordance with the authority delegated by each Member party's governing body pursuant to this Agreement.
- B. The SORT Board shall be made up of individuals, one from each Member party to this Agreement, who will participate as voting members of such Board.
- C. Voting. A majority vote is required for all substantive decisions of the SORT Board.
- D. In addition to any responsibilities listed in this section, the SORT Board shall:
1. Develop operational priorities, policies and procedures for the efficient functioning and operation of SORT; and
 2. Select a Lead Agency from amongst the Member parties to perform all activities assigned to the Lead Agency by this Agreement and by the SORT Board; and
 3. Establish and approve a budget, if necessary; and
 4. Establish advisory committees, the term of such committees and committee tasks, when necessary. Non member parties may have a representative on any committee, at the discretion of the SORT Board.
- E. Any acquisition of personal property, equipment and supplies shall be the responsibility of the Lead Agency, upon approval of such acquisition by the SORT Board. Obtaining equipment through grant funding is anticipated. Grants shall be written to recognize that the Lead Agency is responsible for all equipment obtained through grant funding.
- F. Care and disposition of personal property, equipment or supplies used or acquired by SORT shall be as follows:
1. Upon the occurrence of any of the following events, any loaned personal property, equipment or supplies by a party to the Agreement will be returned to that party (1) when no longer needed, (2) when SORT disbands, or (3) upon that party's withdrawal.
 2. No joint personal property, equipment, or supplies are anticipated to be acquired jointly by SORT. However, in the event the Board decides to acquire property, equipment or supplies, it shall be held, maintained and insured, when appropriate, by the Lead Agency. Upon termination of the Agreement, any such property, equipment

and supplies shall be liquidated and proceeds distributed to each Member party on a pro rata basis; or the SORT Board will determine an equitable distribution to each party and ensure disbursement accordingly.

IV. Responsibilities

A. Responsibilities of the Lead Agency are as follows:

1. Coordinate and effectively communicate with the other parties to this Agreement regarding incident response;
2. Meet and coordinate efforts with the Thurston County Sheriff's Department to ensure an efficient, coordinated, and harmonized response by SORT in the event of an emergency rescue;
3. Coordinate and take direction from the SORT Board regarding funding issues, acquisition of personal property, equipment, and supplies, maintenance of equipment, and insurance;
4. Maintain the SORT budget, if a budget becomes necessary, and incorporate the SORT budget into the budget of the Lead Agency.
5. Maintain all records on behalf of SORT for the period of retention required by law, responding promptly when any member of SORT requires access or duplication of records;
6. Be responsible for meeting all requirements of any grant received by the Lead Agency on behalf of SORT;
7. Be responsible to ensure SORT meets any training standards required by law for the rescue operations undertaken by SORT;
8. Execute contract documents on behalf of SORT, upon approval of the Joint Board.
9. Serve at the discretion of the SORT Board.

B. Responsibilities of each Member party:

1. Designate one upper level management employee or official to regularly participate on the SORT Board, granting that person decision making authority on behalf of the party to carry out the intent and purpose of this Agreement.
2. Designate at least one firefighter with the following minimum qualifications to participate in SORT training and response. This person should not be the same person as the SORT Board delegate.

Minimum qualifications:

- a) Paid firefighter with at least five years experience;
- b) Ability to conform to written policies and procedures;
- c) Exemplary record of service and commitment.

3. Ensure that each designee attends scheduled meetings and participates in training and activities to increase the effectiveness of SORT.

C. Responsibilities of each Non Member party:

1. Designate one delegate to interact with SORT to ensure proper communication should the Non Member party have occasion to request aid/response through the Lead Agency for SORT.
2. Keep communication information of the Non-Member party current with SORT.

V. Requests for Aid/Response

A. Requests for Emergency Aid. All requests for aid to SORT shall be directed to the Lead Agency via CAPCOM. Member and Non Member parties to this Agreement may request emergency aid.

B. Response to a Request for Emergency Aid. SORT participation in any emergency is voluntary and at the sole discretion of the parties to this Agreement. The requesting agency shall have the primary responsibility for protecting its own constituency and jurisdiction. The parties to this Agreement shall not be liable to any other party for, or be considered to be in breach of or default under this Agreement for denying a request to send SORT or any member of SORT to a response. Any party to this Agreement may request aid from SORT to deal with emergencies of the nature for which SORT is determined to have special expertise. On receiving a request for aid via CAPCOM, the Lead Agency shall:

1. Contact each SORT member to determine whether members are available to respond;
2. Determine what apparatus might most effectively and efficiently be dispatched.

3. If necessary, or desirable, assign personnel and apparatus in accordance with availability;
4. Dispatch the designated apparatus with instructions to report to the Incident Commander.

C. Inability to Render Emergency Assistance. Rendering assistance under this Agreement is not mandatory. However, the requesting party shall be informed of the reason why assistance cannot be rendered.

D. Operational Command and Control. SORT will operate under the Incident Management System (also referred to as the Incident Command System). WAC 296-305-05001 as written or hereafter amended, shall apply. SORT is serving as a resource to the requesting party. While incident command may be delegated by the requesting party, overall incident responsibility remains with the requesting party. Each responding party is responsible for the care and custody of its own personnel and equipment.

E. Consumable Supplies. The requesting party shall provide motor fuel, lubricating oil, welfare items and other consumables for SORT, to the extent of available supplies.

F. Equipment Salvage; Equipment Damage. All parties involved in a mutual aid assistance operation shall exercise due diligence in salvaging lost or damaged equipment, and ensuring that it is returned to its rightful owner. Each party shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in a mutual aid incident.

VI. Payment (or Funding/Costs/etc.)

A. Each party is anticipated to pay its own expenses to participate in SORT.

B. In the event the SORT Board deems it essential to the mission of SORT to jointly acquire personal property, equipment or supplies, funding for such acquisitions shall be as determined by the SORT Board.

VII. Method of Payment

A. The SORT Board is authorized to determine when and how funds are transferred between entities in the event personal property, equipment and/or supplies are acquired.

B. Upon a determination by the Board that payment is due from one party to another, payment shall be made within thirty (30) days of receipt of an invoice.

VIII. Indemnification and Limitation of Liability

A. This section expressly applies to Member and Non Member parties. The parties agree that each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the parties and their personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

B. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the mutual aid event which is the subject of such claim or lawsuit that the same has been initiated.

C. Each party and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with other parties to this Agreement and their respective defense counsel in the defense of any lawsuit arising out of a mutual aid response and shall agree, whenever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, the retention and payment of expert witnesses, and the cost of deposition reporting and transcription.

D. Each party shall obtain and maintain in full force and effect public liability and property damage insurance or self-insurance coverage in the amount of \$1 million per occurrence to cover claims for injury to person(s) or damage to property arising from the performance of this Agreement. Insurance coverage shall not be cancelled by any party except upon thirty (30) days prior written notice by certified mail, to all other parties. Satisfactory evidence of the requisite insurance coverage shall be provided to each party to this Agreement, upon execution of this Agreement by that party.

E. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Operate to negate the responsibilities of any party under RCW 35.84.050 and RCW 52.12.121 as to benefits for an injured firefighter.
3. Limit or restrict the ability of any party, or any party's officials, officers or employee's or legal counsel for any party, official, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including any good faith attempts to seek dismissal of legal

claims against a party by any proper means allowed under the civil rules in either state or federal court.

4. Cover or require indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

5. The parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow this Agreement. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the parties signatory to this Agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual party from its obligations under this Agreement. Nothing in this Agreement shall be interpreted to create third party rights in any entity not a signatory to this Agreement.

F. This section shall survive termination of this Agreement and/or withdrawal of any party to this Agreement as to any incident arising prior to the withdrawal of the party and it shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

IX. Duration of Agreement

This Agreement shall remain effective until termination in the manner described under the termination section of this Agreement.

X. Termination of Agreement

A. Any party may withdraw from the Agreement by providing sixty (60) days written notice of intent to withdraw to the other parties.

B. The parties may by mutual agreement terminate this Agreement at any time.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the parties and supercedes any and all prior agreements oral or otherwise with respect to SORT.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. Dispute Resolution

The parties must try to resolve any dispute by mediation prior to bringing any action in court.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Pat Dale, Assistant Chief

Re: Firefighter Special Operations and Rescue Team (SORT)

PO Box 1967

Olympia, WA 98507-1967

CITY OF TUMWATER

Attn: John Carpenter, Fire Chief

Re: Firefighter Special Operations and Rescue Team (SORT)

311 Israel Rd S.E.

Tumwater, WA 98501

FIRE DISTRICT #3

Attn: Jim Broman, Fire Chief

Re: Firefighter Special Operations and Rescue Team (SORT)

1231 Franz Street S.E.

Lacey, WA 98503

FIRE DISTRICT #5

Attn: Steve North – Fire Chief

Re: Firefighter Special Operations and Rescue Team (SORT)

125 Delphi Rd N.W.

Olympia, WA 98502

FIRE DISTRICT #6

Attn: Mel Low, Fire Chief

Re: Firefighter Special Operations and Rescue Team (SORT)

P.O. Box 578

East Olympia, WA 98540

FIRE DISTRICT #9
Attn: Steve North, Fire Chief
Re: Firefighter Special Operations and Rescue Team (SORT)
125 Delphi Rd N.W.
Olympia, WA 98502

WEST THURSTON REGIONAL FIRE AUTHORITY
Attn: Russ Kaleiwahea, Fire Chief
Re: Firefighter Special Operations and Rescue Team (SORT)
10828 Littlerock Rd. S.W.
Olympia, WA 98512

XV. Amendment

Amendments to this Agreement, including adding parties, shall not be valid or binding unless in writing, approved by each party's governing body, and filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XVI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

XVII. Effective Date

This Agreement shall become effective when one or more counterparts hereof, individually or taken together, bears the signature of all of the parties reflected as signatories.

XVIII. Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

CITY OF OLYMPIA, Member



Mayor

Date: 7-12-10

Approved as to Form:


Tom Morrill, City Attorney (ACA)

CITY OF TUMWATER, Member

P. J. Kost
Mayor

Date: July 23, 2010
Approved as to Form:

Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

WEST THURSTON REGIONAL FIRE AUTHORITY, Member

THURSTON COUNTY FIRE DISTRICT #1



Commissioner



Commissioner



Commissioner

Date: 6-14-10

THURSTON COUNTY FIRE DISTRICT #11



Commissioner



Commissioner



Commissioner

Date: 6-14-10

THURSTON COUNTY FIRE DISTRICT # 3, Member



Skip Houser, Fire Commissioner
Chairman



John Christiansen, Fire Commissioner
Vice Chairman



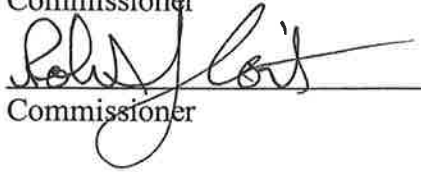
Eugene W. Dobry, Fire Commissioner

Date: June 17, 2010

THURSTON COUNTY FIRE DISTRICT #5, Member



Commissioner



Commissioner

Commissioner

Date: 6/10/10

THURSTON COUNTY FIRE DISTRICT #6, Member

Stanley J. Meyer.
Commissioner

[Signature]
Commissioner

Richard Wells
Commissioner

Date: 7/21/2010

THURSTON COUNTY FIRE DISTRICT #9, Member

Sally Whelan
Commissioner

Robert Brown
Commissioner

Ken Low
Commissioner

Date: 6/10/2010