BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY AND FIRE DISTRICTS, CITY FIRE DEPARTMENTS

RESOLUTION No. 15-068-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing 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, Grant County, Washington, a political subdivision and the following parties:

- Grant County Fire Protection District 3, a special district;
- Grant County Fire Protection District 4, a special district;
- Grant County Fire Protection District 5, a special district;
- Grant County Fire Protection District 6, a special district;
- Grant County Fire Protection District 7, a special district;
- Grant County Fire Protection District 8, a special district;
- Grant County Fire Protection District 10, a special district;
- Grant County Fire Protection District 11, a special district;
- Grant County Fire Protection District 12, a special district;
- Grant County Fire Protection District 13, a special district;
- Grant County Fire Protection District 14, a special district;
- Grant County Fire Protection District 15, a special district;
- The Port of Moses Lake (Public Safety Department), a special district;
- The City of Ephrata (Fire Department), a municipal corporation;
- The City of Moses Lake (Fire Department), a municipal corporation;
- The Town of Coulee City (Fire Department), a municipal corporation;
- The Town of Electric City (Fire Department), a municipal corporation;
- The City of Grand Coulee (Fire Department), a municipal corporation; and
- The City of Soap Lake (Fire Department), a municipal corporation.

(hereinafter "PARTIES") are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW, Chapter 52.12 RCW, and Chapter 28.56 RCW; and

WHEREAS, it is the desire of Grant County and the PARTIES to enter into an interlocal agreement for the purpose of enabling vehicles, equipment, personnel and other resources and facilities of Grant County, including its various departments and agencies, political subdivisions, municipal corporations and other public agencies (*i.e.*, the "PARTIES") be made available to one another to prevent and combat the effects of emergencies and disasters within any party's jurisdiction, which may result from such situations as volcanic eruption, flood, fire, earthquake, or other natural or technological hazards.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement for Mutual Aid and Assistance Between Emergency Response and Management Agencies between Grant County and the PARTIES be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 24th day of November, 2015.

	Yea	Nay	Abstain
	☑	☐	☐
	☑	☐	☐
	☑	☐	☐

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Richard Stevens, Chair

Cindy Carter, Vice-Chair

Carolann Swartz, Member

ATTEST:

Clerk of the Board

INTERLOCAL AGREEMENT FOR MUTUAL AID AND ASSISTANCE BETWEEN EMERGENCY RESPONSE AND MANAGEMENT AGENCIES

THIS AGREEMENT ("Agreement") is made by and between the following parties:

Grant County Fire Protection District 3, a special district;
Grant County Fire Protection District 4, a special district;
Grant County Fire Protection District 5, a special district;
Grant County Fire Protection District 6, a special district;
Grant County Fire Protection District 7, a special district;
Grant County Fire Protection District 8, a special district;
Grant County Fire Protection District 10, a special district;
Grant County Fire Protection District 11, a special district;
Grant County Fire Protection District 12, a special district;
Grant County Fire Protection District 13, a special district;
Grant County Fire Protection District 14, a special district;
Grant County Fire Protection District 15, a special district;
The Port of Moses Lake (Public Safety Department), a special district;
The City of Ephrata (Fire Department), a municipal corporation;
The City of Moses Lake (Fire Department), a municipal corporation;
The Town of Coulee City (Fire Department), a municipal corporation;
The Town of Electric City (Fire Department), a municipal corporation;
The City of Grand Coulee (Fire Department), a municipal corporation;
The City of Soap Lake (Fire Department), a municipal corporation;
and
Grant County, Washington, a political subdivision.

RECITALS:

WHEREAS, an agreement of this nature is authorized under Chapter 38.52 Revised Code of Washington ("RCW"), Chapter 39.34 RCW and Chapter 52.12 RCW; and Chapter 38.56 RCW; and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain, and operate firefighting and other emergency services; and

WHEREAS, each of the parties hereto maintain vehicles, equipment, and personnel for emergency responses; and

WHEREAS, emergencies or disasters may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the vehicles, personnel and equipment of that party can handle, or emergencies or disasters of such intensity may occur that they cannot be handled by the vehicles, equipment or personnel of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is desirable that the vehicles, equipment, personnel and other resources and facilities of Grant County ("County"), including its various departments and agencies, political subdivisions, municipal corporations and other public agencies (i.e. the parties), be made available to one another to prevent and combat the effects of emergencies and disasters within any party's jurisdiction, which may result from such situations as volcanic eruption, flood, fire, earthquake, or other natural or technological hazards (hereafter referred to as the rendering of "Mutual Aid"); and

WHEREAS, it is in the best interest of each of the parties to have service of or Mutual Aid from any other party or parties to aid and assist it in responding to emergencies or disasters; and

WHEREAS, it is necessary and desirable that an appropriate agreement be executed for the interchange of such Mutual Aid; and

WHEREAS, request for and movement of Mutual Aid shall be coordinated from a command post, joint command operations or coordinated from an established Emergency Operations Center with authority to direct such movement; and

WHEREAS, other parties who provide similar services or Mutual Aid and maintain similar vehicles, equipment, and personnel may, in the future, desire to be included in this Agreement; and

WHEREAS, establishment of this Mutual Aid Agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the parties.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the parties as follows:

1. The Recitals set forth above are incorporated herein as if set forth in full as binding commitments of the parties hereto.

2. The purpose of this Agreement is to establish a program for the administration of Mutual Aid during emergencies or disasters that occur within the jurisdiction of any party hereto. This Agreement only addresses Mutual Aid during local emergency or disaster events within Grant County prior to requests for State Mobilization.

3. Each party to this Agreement agrees to furnish their available vehicles, equipment, personnel and other resources or services to any other party hereto as necessary to assist in the prevention and combating of emergencies or disasters (also referred to as the rendering of Mutual Aid).

4. Mutual Aid extended pursuant to this Agreement shall be furnished in accordance with the provisions of Chapter 38.52 RCW and Chapter 52.12 RCW, as well as other provisions of law.

5. DEFINITIONS
   a. ***Emergency***- A natural or manmade event that is, or is likely to be, beyond the control of the services, vehicles, personnel, equipment, and facilities of a Member (defined herein).
   b. ***Member***- Any Fire Agency, Authority, District, Utility, or Department located in Grant County that manifests intent to participate in the Mutual Aid and assistance program by executing this Agreement.
   c. ***Authorized Official***-An employee of a Member that is authorized by the Member's governing board, council, or management to request assistance or Mutual Aid or offer assistance or Mutual Aid under this Agreement.
   d. ***Requesting Member***- A Member who requests assistance or Mutual Aid under this Agreement.
   e. ***Responding Member***- A Member that responds to a request for assistance or Mutual Aid under this Agreement.
   f. ***Period of Assistance***- A specified period of time when a Responding Member assists or provides Mutual Aid to a Requesting Member. The period commences when personnel, equipment, vehicles, or supplies depart from a Responding Member's facility and ends when the last vehicle, equipment, personnel, or supplies returns to their home facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency or disaster, as previously defined

6. REQUESTS FOR ASSISTANCE
   a. ***Member Responsibility:*** Each Member shall:
      i. identify an Authorized Official and alternates for the receipt and transmission of notices for Mutual Aid or assistance for the Member;
      ii. provide contact information including 24-hour access to each Member; and
      iii. maintain and make available current resource information of the Member that may be available by the Member for Mutual Aid and assistance responses.
   b. ***Request for Mutual Aid:*** In the event of an Emergency or disaster, a Requesting Member's Authorized Official may request Mutual Aid and/or assistance from a participating Requested Member. Requests for Mutual Aid or assistance can be made verbally or in writing. When made verbally, the request for Mutual Aid or assistance, including to the extent possible, identification of the particular vehicles, equipment, personnel or other resources needed for such Mutual Aid, shall be memorialized in writing as soon as practicable. Requests for Mutual Aid or assistance shall be directed to the Authorized Official of the Requested Member.
   c. ***Response to a Request for Assistance:*** Upon receipt of a request for Mutual Aid or assistance, the Authorized Official of the Requested Member shall evaluate whether sufficient vehicles, equipment, personnel or other requested resources are available to respond to the request for Mutual Aid or assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond and provide the requested Mutual Aid or assistance. If the proposed Responding Member is willing and able to provide assistance, said Member shall inform the Requesting Member about the type of resources available for the rending of Mutual Aid or assistance and the approximate arrival time of such resources.
   d. ***Discretion of Responding Member's Authorized Official:*** The Responding Member shall have protection of the welfare of its own constituency or jurisdiction as its primary interest, and, as such, shall not be responsible or liable to any other party or Member, including any constituent thereof, for failing or refusing to provide resources and/or services to render Mutual Aid or assistance to any other party to or Member of this Agreement.
      Execution of this Agreement does not create any duty to respond to a request for Mutual Aid or assistance. When a Member receives a request for Mutual Aid or assistance, the Authorized Official of the Member shall have absolute discretion to assess and make determinations as to the availability of the Member's resources. An Authorized Official's decisions regarding the availability of their Member's resources to respond to a request for Mutual Aid or assistance shall be final.

7. RESPONDING MEMBER PERSONNEL
   a. ***National Incident Management System:*** When providing Mutual Aid or assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System during the Period of Assistance.
   b. ***Control:*** At all times during the Period of Assistance, the Responding Member personnel shall be and remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate Mutual Aid response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 12 hours.
   c. ***Food and Shelter:***
      i. The Requesting Member assumes responsibility for coordination of any food and/or shelter for personnel providing Mutual Aid or assistance during the Period of Assistance; provided, however, the responsibility to provide food shall not arise until the Period of Assistance has exceeded five hours, and the responsibility to provide shelter shall not arise until the Period of Assistance has exceeded twelve hours.

ii. A Requesting Member shall supply reasonable food and shelter for Responding Member personnel during the Period of Assistance. If the Requesting Member fails to provide adequate food and/or shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the minimum resources necessary to meet the food and/or shelter needs or requirements of its personnel. The cost for any such food or shelter resources secured and provided by the Responding Member to its personnel must not exceed the State per diem rates for that area. The Requesting Member shall reimburse the Responding Member for all costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

8. INTEROPERABLE COMMUNICATIONS

a. Each Requesting Member and Responding Member shall ensure that their respective vehicles and personnel are equipped with interoperable radio communications with capabilities as outlined in the most recent edition of Grant County's ESF 4B Emergency Response plan.
b. Any personnel of any Requesting Member or Responding Member participating in the provision of Mutual Aid or assistance shall be trained in the use of the radio communication devices and response reference in subsection a. above.

9. COST REIMBURSEMENT

a. Unless otherwise specifically set forth herein, all services and/or resources provided by a Responding Member for the rending of Mutual Aid or assistance under the terms of this Agreement shall be furnished and/or supplied voluntarily and to the sole and absolute discretion of the Responding Member.
b. In the event any Member is required to reimburse another Member for costs associated with providing food, shelter, vehicles, equipment or other resources to facilitate a Mutual Aid or assistance response, the Member requesting reimbursement shall submit an invoice to the other Member or Members, which invoice shall be paid upon the next regularly scheduled payment cycle of the Member invoiced.

10. PROPERTY & EQUIPMENT

a. This Agreement does not provide for jointly owned property. Each party to or Member of this Agreement shall maintain ownership of its respective vehicles and equipment utilized in the provision of Mutual Aid or assistance pursuant to this Agreement
b. The Requesting Member shall be responsible for coordinating the availability of operating supplies for all vehicles and equipment utilized by any Responding Member to provide Mutual Aid or assistance to the Requesting Member during the Period of Assistance.
c. Any equipment, facilities, and/or personnel loaned by any Responding Member to any other Member to facilitate the provision of Mutual Aid or assistance under this Agreement shall be returned upon demand of the Responding Member or when released by the Requesting Member.

11. LIABILITY AND IMMUNITY

a. Each party shall be responsible for normal maintenance, operation and repair of vehicles and equipment, and for operation of personnel utilized to render Mutual Aid or assistance under this Agreement and shall further be liable for any damage to property, personal injury, illness, or death, which occurs as a result of or arises out of the action of the party injured, absent the intentionally wrongful misconduct or negligent conduct of any other party causing such loss or injury.
b. Each party (the indemnifying party) agrees to hold harmless, indemnify and defend any other party from and against any and all claims, losses, or liability, for injuries, sickness

or death of persons, or damage to property, arising out of any wrongful misconduct or negligent act, error, or omission of the indemnifying party, their officers, agents, consultants, guests, invitees or employees, arising from, related to, or in connection with this Agreement.

12. INSURANCE
    a. Each Member of this Agreement shall maintain an insurance policy, or policies, with sufficient limits to cover any activities that the Member may undertake in furtherance of this Agreement. The scope of the policy, or policies, must include, at a minimum, coverage for employee negligent acts, errors, or omissions.
    b. Membership in a public employer insurance pool shall satisfy the insurance requirements under this Agreement.

13. PERSONNEL STATUS; WORKER'S COMPENSATION BOARD FOR VOLUNTEER FIREFIGHTERS (BVFF) CLAIMS
    a. No employee or volunteer of any party shall be deemed to be a loaned servant, employee, agent, or volunteer of any other party to this Agreement. No party shall assume any liability for the direct payment of any salary, wage, compensation, stipend, or other payment to any of the other parties' personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer, or other representative of any party shall be deemed to be an agent, employee, or other representative of any other party for any reason.
    b. The Responding Member is responsible for providing worker's compensation/BVFF benefits and administering worker's compensation/BVFF claims for their respective responders.

14. This Agreement shall not supplant other existing mutual aid agreements nor deny the right of any party hereto to negotiate supplemental mutual aid agreements.

15. This Agreement does not create a separate legal entity.

16. AGREEMENT REVIEW AND RENEWAL
    a. This Agreement shall be reviewed annually by all parties to this Agreement.
    b. This Agreement shall be effective with respect to any party upon signature by the party. This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless earlier terminated as provided herein.
    c. This Agreement may be terminated for any reason, at any time, by mutual agreement of all parties to the Agreement at the time of termination. Such notice of termination shall be in writing, signed by all parties, and recorded as provided in subsection d. Any party may withdraw from or terminate their individual involvement in this Agreement without affecting the validity of the Agreement or rights and obligations of other parties to the Agreement by providing written notice of the party's intent to withdraw to all other parties.
    d. This Agreement shall be recorded with the Auditor of the County, the Clerk of each City, and the Secretary of each District.

17. This Agreement shall be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of this 24th day of November ~~2013.~~ 2015

GRANT COUNTY, WASHINGTON

Richard Stevens — 11-24-15

Chairman, Board of Commissioners — Date

Attest — 11-24-15

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 3

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 4

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 5

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 6

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 7

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 3

Chairman, Board of Commissioners — Date: 12/11/2013

Attest

Date: 12/11/2013

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 4

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 5

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 6

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 3

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 4

Chairman, Board of Commissioners — 11-25-13 Date

Attest — 11-25-13 Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 5

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 6

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 3

Chairman, Board of Commissioners — Date

Attest:

Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 4

Chairman, Board of Commissioners — Date

Attest:

Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 5

Chairman, Board of Commissioners — 12/9/13 Date

Attest:

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 3

_____ _____

Chairman, Board of Commissioners Date

Attest

_____ _____

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 4

_____ _____

Chairman, Board of Commissioners Date

Attest

_____ _____

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 5

_____ _____

Chairman, Board of Commissioners Date

Attest

_____ _____

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 6

William E. Higginbotham 3-15-2014

Chairman, Board of Commissioners Date

Attest

Shelley Higginbotham 3-15-14

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 7

Chairman, Board of Commissioners — Date: 12-11-13

Attest — Date: 12-11-13

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 8

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 10

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 11

Chairman, Board of Commissioners — Date

Attest — Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 6

Chairman, Board of Commissioners — Date

Attest:

Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 7

Chairman, Board of Commissioners — Date

Attest:

Date

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 8

Chairman, Board of Commissioners — 8/13/13 Date

Attest: — 8/13/13 Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 7

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 8

Chairman, Board of Commissioners — Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 10

Chairman, Board of Commissioners — 12-11-13 Date

Attest

Angie Ange DISTRICT SECRETARY — 12-11-13 Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 11

Tim Freeman

Chairman, Board of Commissioners — 12/17/13 Date

Attest

Robert J Johnson DIST. SECTY — 12/17/2013 Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 12

Mark Kane
Chairman, Board of Commissioners

2/17/14
Date

Attest
William K James

2-17-14
Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 13

Chairman, Board of Commissioners

Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 14

Chairman, Board of Commissioners

Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 15

Chairman, Board of Commissioners

Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 12

Mark Kane
Chairman, Board of Commissioners

2/17/14
Date

Attest
William K James

2-17-14
Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 13

Allen Sievkopp
Chairman, Board of Commissioners

3-14-16
Date

Attest
Marie Brooks

3/14/16
Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 14

Chairman, Board of Commissioners

Date

Attest

Date

GRANT COUNTY FIRE PROTECTION DISTRICT NO. 15

Chairman, Board of Commissioners

Date

Attest

Date

PORT OF MOSES LAKE

Chairman, Board of Commissioners — Date

Attest

Date

CITY OF EPHRATA, WASHINGTON

Chris Jacob — 1/10/2014

MAYOR — Date

Attest

Leslie Drachsler — 1-10-14

City Clerk — Date

CITY OF MOSES LAKE, WASHINGTON

MANAGER — Date

Attest

City Clerk — Date

TOWN OF COULEE CITY, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

PORT OF MOSES LAKE

Chairman, Board of Commissioners — Date

Attest

Date

CITY OF EPHRATA, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

CITY OF MOSES LAKE, WASHINGTON

MANAGER — Date 12-16-13

Attest

City Clerk — Date 12-16-13

TOWN OF COULEE CITY, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

PORT OF MOSES LAKE

Chairman, Board of Commissioners — Date

Attest

Date

CITY OF EPHRATA, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

CITY OF MOSES LAKE, WASHINGTON

MANAGER — Date

Attest

City Clerk — Date

TOWN OF COULEE CITY, WASHINGTON

Robert J. Dove
MAYOR — 2/12/2014 Date

Attest
Delta Paulsson
City Clerk — 2/12/2014 Date

CITY OF ELECTRIC CITY, WASHINGTON

Gerald H Sands — 7-11-2014

MAYOR — Date

Attest

Jacqui M Perma — 7-11-2014

City Clerk — Date

CITY OF GRAND COULEE, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

CITY OF SOAP LAKE, WASHINGTON

MAYOR — Date

Attest

City Clerk — Date

TOWN OF ELECTRIC CITY, WASHINGTON

MAYOR

Date

Attest

City Clerk

Date

CITY OF GRAND COULEE, WASHINGTON

MAYOR

10-7-13
Date

Attest

City Clerk

10/2/13
Date

CITY OF SOAP LAKE, WASHINGTON

MAYOR

Date

Attest

City Clerk

Date