

RECEIVED

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AgSht04.25.2008

AGENDA SHEET FOR COUNCIL MEETING OF: July 14, 2008

CITY CLERK'S OFFICE SPOKANE, WA



Submitting Dept. Fire

Contact Person/Phone No. Brian Schaeffer / 7002

Council Sponsor Public Safety

ADMINISTRATIVE SESSION

- x Contract
o Report
o Claims

LEGISLATIVE SESSION

- o Emergency Ord
o Resolution
o Final Reading Ord
o First Reading Ord
o Special Consideration
o Hearing

CITY PRIORITY

- o Communications
o Economic Development
o Growth Management
o Human Services
o Neighborhoods
X Public Safety
o Quality Service Delivery
o Racial Equity/Cultural Diversity
o Rebuild/Maintain Infrastructure

CLERK'S FILE RENEWS

OPR 2008-0644
OPR 1993 - 0583

ENG
BID
REQUISITION

STANDING COMMITTEES

(Date of Notification)

- o Finance
o Neighborhoods
o Planning/Community & Econ Dev

- o Public Safety
o Public Works

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

Interlocal agreement with Washington State Department of Natural Resources (DNR) to provide mutual assistance and cooperation in the control and suppression of forest land fire within the protection area of DNR and the Spokane Fire Department

BACKGROUND:

(Attach additional sheet if necessary)

This agreement provides ongoing mutual assistance efforts under the authority of RCW 76.04.135 and chapter 39.34 RCW. The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and DNR in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities.

This agreement is an updated agreement of the 1993 interlocal agreement. The agreement continues until terminated or superseded.

RECOMMENDATION: Approve

Table with Fiscal Impact and Budget Account sections. Fiscal Impact: x N/A. Budget Account: X N/A. Includes rows for Expenditure, Revenue, and Budget Neutral.

ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk: Interlocal Agreement

SIGNATURES:

Brian Schaeffer
Department Head

Division Director
For the Mayor

Finance
Alexander J. Hogan, Jr.
Council President

DISTRIBUTION: Fire Dept. - A Golden

Department of Natural Resources
P.O. Box 190
Colville, WA 99114-0190

Fire Dept - B Schaeffer

COUNCIL ACTION:

APPROVED AND CONTRACT AUTHORIZED BY SPOKANE CITY COUNCIL:
July 14, 2008
CITY CLERK

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

FORESTLAND FIRE RESPONSE AGREEMENT

Agreement No. IAA 08-427

This Agreement is entered into between the state of Washington, Department of Natural Resources, Northeast Region, hereinafter referred to as the DNR, and City of Spokane Fire Department, hereinafter referred to as City.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135 and by the City under the authority of RCW 52.12.031 in conformity with RCW 39.34, the Interlocal Cooperation Act, and in compliance with RCW 52.12.125.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1.01 Purpose:** The purpose of this Agreement is to provide for mutual assistance and cooperation in the control and suppression of forest land fire and therefore to contract for the City to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the City and to contract for the DNR to assist in fire protection services on forest land within City jurisdiction. For the purposes of this Agreement forestland is as defined by RCW 76.04.005(8).
- 2.01 Scope:** This Agreement is limited to forestland fire incidents within or adjacent to the City boundaries.
- 3.01 Jurisdictional Responsibility:** Within or adjacent to the City's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
- (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and not within the boundaries of the City.
 - (2) **Sole City Jurisdiction:** Land subject to City fire protection City levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and within the boundaries of the City.

4.01 Fire Incident Response:

- (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The City may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the City to gain timely initial attack and control action, or to supplement DNR resources.
- (2) **Sole City Jurisdiction:** In the event of a fire emergency in a sole City jurisdiction area, the City will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The City may request that DNR provide supplemental resources for fire emergency operations and support.
- (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the City will respond, subject to the availability of resources.

5.01 Off-Season Incidents: “Off-Season” for this Agreement shall be defined as the period from October 16 through June 15. These dates may be altered by mutual consent of the signatory parties.

- (1) **Sole DNR Jurisdiction:** The DNR will respond and conduct necessary fire suppression operations depending on the availability of resources and the threat to forestland. The DNR may request City response, subject to availability, to provide additional suppression resources.
- (2) **Sole City Jurisdiction:** The City will respond and conduct necessary fire suppression operations. The City may request DNR response, subject to availability, for fire investigation or additional suppression resources.
- (3) **Joint Jurisdiction:** The City will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6.01 Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the City is the first arriving agency; the City officer shall establish command until released by a representative of DNR.
- (2) **Sole City Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR officer shall establish command until released by a representative of the City.
- (3) **Joint Jurisdiction Incidents:** The officer of first arriving agency shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7.01 Fire Control and Suppression:

- (1) **Containment:** "Containment" is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forest lands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, "under prevailing conditions" includes consideration of resources available for continued operations.

"Containment time" will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- (2) **Contained Forest Land Fires:** When containment of forest land fire is achieved, City resources will be released from the incident for return to service and availability for initial alarm response/attack, provided: DNR may request that City resources be retained to assist in incident mop-up.
- (3) **Special Resources:** "Special resources" include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
- (4) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see clause 11.1 of this Agreement) by DNR prior to the mobilization of special resources.

8.01 Operations Guidelines: Representatives of the City and DNR shall mutually develop operations guidelines that provide principles, direction and guidance for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve mutual cooperation and understanding.

9.01 Fire Investigation: The City and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment, i.e., sole DNR or joint jurisdiction areas.

10.1 Costs:

- (1) **Charges Not Required:** Nothing in this Agreement shall be interpreted to require that the City or DNR charge its resource costs to the other party. The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1), and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the City or DNR desires or is required to charge for resource costs and in such event the provisions of this section (Section 10) apply.

- (2) **Sole DNR Jurisdiction:** If the City responds, DNR will pay for City personnel and equipment costs as provided in Section 11.1.
- (3) **Sole City Jurisdiction:** If DNR responds the City will pay for DNR personnel and equipment costs as provided in Section 11.1.
- (4) **Joint Jurisdiction:**
 - (a) **Initial Attack to Containment Time:** Each Party will pay its own costs.
 - (b) **After Containment:** After containment, DNR will pay City personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.1.

11.1 Cost Reimbursement Procedures: All provisions within this Agreement for reimbursement of costs are at the option of the resource provider and are subject to the following conditions:

- (1) **Notice:** If the resource provider intends to charge for any of its costs as allowed by this Agreement, notice of such intent must be given to the on-scene incident commander of the requesting agency prior to the incursion of costs.
- (2) **Invoice:** Any resource provider costs, which are to be billed as allowed by this Agreement, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

12.1 Cost Reimbursement Rates: Volunteer personnel will be paid directly by DNR at the Washington-Oregon Interagency Firefighting Wage Rates as "Emergency Firefighters."

Equipment costs shall be paid to the resource provider at the Washington-Oregon Interagency Fire Equipment Rental Rates ("DNR Wage & Equipment Rates for Wildfire Resources") or as otherwise agreed to in writing by the respective authorized agency representatives.

Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost.

13.1 Insurance: DNR is an agency of the state of Washington and is therefore self insured under the State's Self-Insurance Liability Program. The City shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option. If the City is self insured, evidence of its status as self-insured may be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the City shall not be less than as follows:

14.1 Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the City from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

City is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, City must purchase and maintain the insurance coverage and limits specified below:

(1) **Commercial General Liability (CGL) Insurance.** City must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

(2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, the City must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include one or more of the following:

- A. "Any Auto" (Symbol 1).
- B. If City-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2)
- C. If City hires autos, the BAP must cover "Hired Autos Only" (Symbol 8)
- D. If City employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9)

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The City is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

(3) **Workers Compensation Insurance:** The City shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the City and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

15.1 Renegotiation and Modification: The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

16.1 Assignment and Delegation: This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party.

Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach.

17.1 Remedies: Any remedy exercised by either Party shall not be deemed exclusive, and either Party may pursue any and all other remedies available to it under the law.

18.1 Non-Waiver: Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.

19.1 Interpretation and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.

20.1 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not effect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared to be severable.

21.1 Termination: This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

22.1 Term of Agreement: This Agreement shall be effective from the date of the last signature until five years from date of last signature, unless otherwise terminated in accordance with Section 21.1.

23.1 Agreement Managers (AM):

The Agreement Manager for the City is
(Name) BRIAN SCHAEFFER
(Title) ASST. CHIEF
(Telephone) 509 625 7002

The Agreement Manager for the DNR is
(Name) Matt Castle
(Title) Fire Unit Forester
(Telephone) 509-684-7474

24.1 Signatures:

Dated 5/20, 2008

CITY OF SPOKANE
Signature B Schaeffer
Name (print) BRIAN SCHAEFFER
Title ASST CHIEF
Address 414 W. RIVERSIDE, SPOKANE WA 99201

Dated JUNE 6
Alex, 2008

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Signature Loren Torgerson
By Loren Torgerson
Title NE Region Manager
Address PO Box 190, Colville WA 99114

Forestland Fire Response Agreement
Approved as to Form by the Assistant Attorney General
State of Washington, June 19, 2000

CITY OF SPOKANE

Attest: Leri H. [Signature]
City Clerk

By: [Signature] 6/13/08
Title: City Administrator

Approved as to form:

[Signature]
Assistant City Attorney



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

FORESTLAND FIRE RESPONSE AGREEMENT
SECTION 8 Operating Guidelines Addendum

Agreement No. IAA 08-427

Please review the attached Section 8 Operating Guidelines Addendum. The intent of the operational guidelines is for clarification of principles, direction, and guidance for the conduct of fire control operations, dispatch, and payment. The operations guidelines shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding.

Section 8 Operating Guidelines Agreement Managers

Dated 5/20, 2008

The Agreement Manager for the City is

(Name) BRIAN SCHAEFFER

(Title) ASST CHIEF

(Telephone) 509.625.7002

Dated January 14, 2008 The Agreement Manager for the DNR is

(Name) Matt Castle

(Title) Fire Unit Forester

(Telephone) 509-684-7474

Forestland Fire Response Agreement

Section 8 Operating Guidelines

ADENDUM TO: WILDLAND FIRE RESPONSE AGREEMENT

As per Section 8 of Wildland Fire Response Agreement No. **IAA 08-427**,
and authorized by signature within said agreement

The following do not preclude Section 4.04, Off-Season Incidents, and apply to wild
land fires occurring between the dates of June 16 through October 15:

Section 1 - Purpose

Nothing contained within these operating guidelines will be construed to change the purpose of the Forestland Response Agreement. The following sections provide guidance to the Forestland Fire Response Agreement.

Section 4 – Fire Incident Response

4.01 – Sole DNR Jurisdiction

If DNR needs additional resources to meet its suppression responsibilities on an incident that is adjacent to City boundaries, it will first attempt to use City resources when it is safe, cost effective and timely to do so.

4.03 – Joint Jurisdiction

The priority for City response will be to protect life, improved property and structures.

The priority for DNR response will be to protect life, resources and property.

4.04 – Off Season Incidents

For this agreement the “off- season” period will be defined as the period from October 16 through June 15. It is agreed that early and late in the season, initial attack response by the DNR may be limited to available resources at the time of the incident.

Section 5 – Command

5.03 – Joint Jurisdiction Incidents

Definition - Unified command, in Incident Command System (ICS), is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of

incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability.

Upon arrival to the incident, unified command will be established by each agency Incident Commander.

If DNR or City resources demobilize prior to containment of a fire on a joint jurisdiction incident, as determined by unified command, each agency may continue to provide an incident commander or representative to act in unified command until containment is reached. Each agency may choose to remain at the incident until the fire is out.

Section 6 – Fire Control and Suppression.

6.02 - Contained Forest Land Fires

When containment of a forestland fire is not achieved within the first burn period, not to exceed 12 hours, and there is no threat to structures or improved property – as agreed upon by Unified Command:

- The City resources may elect to return to station for response to other incidents.
- DNR may request to hire available City resources for wildland suppression when it is safe, cost effective and timely to do so.

The City will retain fire suppression responsibility on improved properties after containment.

When it is likely that a fire will extend into additional burning periods and there is a threat to improved property and structures, the City will as soon as practicable develop plans to augment its resources through the use of mutual aid agreements and/or state mobilization.

Section 10 – Payment

10.04 – Payment

If resources are hired by either agency prior to containment, it will be documented on a supplemental agreement.

10.05 -- Dispatch and Payment for Fire Service Resources outside the Fire Service City/Department Jurisdictional Boundaries

Department of Natural Resources (DNR) agrees to dispatch paid Fire Department resources to incidents outside of the Fire Departments jurisdictional boundaries as needed to meet DNR's responsibilities and as approved by the Fire Department. Participation by

a Fire Department in wildfire assignments outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This agreement extends to:

Washington Fire Service (WFS) paid members who participate on one of the five Washington Interagency Incident Management Teams (member/alternate pool/trainee) or one of the four Prevention Teams; only WIIMT/Prevention Teams members will be dispatched out of State.

- Members of WIIMT/Prevention Teams (includes alternate pool and trainees) who are Fire Service volunteers will need to enter into a separate individual agreement with DNR.
- WFS members qualified as task force/strike team leaders or above;
- WFS Engines and other equipment as ordered through the DNR Region.

The Fire Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed for ROSS statusing);
- 3) Keep equipment and personnel status current in the Resource Ordering Status System (ROSS) by selecting option a. or b. as the preferred option. (Check one):
 - a. DNR Region will set up your City in ROSS as “Government - Non-dispatching”. Your City is responsible for entering and managing which employees and equipment to set up in ROSS, who to share the login and password with; and update status as desired.
 - b. DNR Region will give Web-Status rights – login and password - to your Fire Department to enable you to Web-Status your employees. You can decide which employees to share the login and password with; update status as necessary.
 - c. DNR Region will status your employees. For this option, you would need to provide DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).
- 4) Notify DNR Region of any changes in status of personnel/equipment, i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.
- 5) All personnel and equipment dispatched will be paid by the Fire Service City/Department; except:

- a. WIIMT members who are volunteers will follow payment procedures outlined in their individual agreement;
 - b. And casual hire volunteers.
- 6) Invoice for overhead personnel will include:
- a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
 - b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region agrees:

- 1) To assist the Fire Department with ROSS statusing;
- 2) Maintain IQS records for Fire Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Department;
- 4) Reimburse the Fire Department within 30 days of invoice receipt and documentation as required in Item 6 above;
- 5) Reimburse the Fire Department at the Total Cost of Compensation Rate for personnel; except:
 - a. WIIMT members who are volunteers will be paid as outlined in their individual agreement;
 - b. And casual hire volunteers who will be reimbursed at the DNR Interagency Wage and Equipment rate.
- 6) Reimburse the Fire Department at the DNR Interagency Wage and Equipment Rate for equipment;
- 7) Reimburse the Fire Department personnel travel mileage at the current State mileage rate; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement).

Section 11 – Insurance

11.01 – Workers Compensation Insurance

Fire agencies with staffing by volunteers are covered by and comply with the Volunteer Fire Fighters' and Reserve Officers Relief and Pension Act according to RCW 41.24.030.

FOR COUNCIL MEETING OF: July 19, 1993
5 p.m. Consent Agenda
6 p.m. Hearing Agenda

AGENDA CATEGORY	RECOMMENDATION
<input type="checkbox"/> Hearing	<input type="checkbox"/> Accept
<input type="checkbox"/> Annexation	<input checked="" type="checkbox"/> Approve
<input type="checkbox"/> Report	<input type="checkbox"/> Deny
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Place on File
<input type="checkbox"/> Resolution	<input type="checkbox"/> Set Hrg./Review
<input type="checkbox"/> Emergency Ord	Date for: _____
<input type="checkbox"/> First Rdg. Ord.	<input type="checkbox"/> Defer/Continue
<input type="checkbox"/> Report of City Mgr.	To: _____
	<input type="checkbox"/> Council Direction

Notify Prior to Meeting:
Spokane Valley Advisory Council
Other? _____

TO: **MAYOR AND CITY COUNCIL**
 For Action
 For Information

RECEIVED

JUL 14 1993

CITY CLERK'S OFFICE
SPOKANE, WA

Clerk's File # OPR 93-583
Eng./LID # _____ Bid # _____

AGENDA WORDING:

Authorization to enter into an Interlocal Agreement with the Washington State Department of Natural Resources (DNR) for Wildland Fire Response.

BACKGROUND:

The fire departments & districts of Spokane County have been working with DNR to draft & implement a common agreement that addresses Wildland Firefighting. The attached document is a result of that effort.

Through this agreement, the City will provide support to DNR in their responsibility of timbered land within the City limits. In return, DNR will assist the City upon the City's request on wildland fires in other parts of the City.

Since the City Fire Dept. would already respond to these incidents (because they are in the City limits), there is no real impact on the Dept.'s response. The agreement does provide for special DNR resources at no cost to the City in return for the City taking care of the timbered area fires alone during the "off-season" (Oct. 16 through June 15). These special resources include air drops, bulldozers & other heavy equipment used on wildland fires.

It is recommended that this interlocal agreement be approved.

ENVIRONMENTAL FINDING: _____ N/A

FISCAL IMPACT: _____ N/A

BUDGET ACCOUNT #: _____ N/A

ATTACHMENTS: (List) WILDLAND FIRE RESPONSE AGREEMENT - on file in Clerk's office for review.

Signatures of:

Robert S. Williams
Submitting Department

Legal

Bill Russo
Manager (Finance, Administration, Engineering, or Planning)

Finance

R.C.
City Manager

COUNCIL ACTION:

DISTRIBUTION AFTER COUNCIL ACTION:

APPROVED & CONTRACT AUTHORIZED
BY SPOKANE CITY COUNCIL:

Fire - Chief Williams
Dept. of Natural Resources

JUL 19 1993

CCAF

Marilyn J. Montgomery
CMC/AAE, SPOKANE CITY CLERK

9309030081

WILDLAND FIRE RESPONSE AGREEMENT

OPR 93-583

The Fire Control Division of the Washington State Department of Natural Resources (DNR), under the authority of RCW 76.04.135, and the City of Spokane, Spokane County, Washington (Fire Department), pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34, hereby agree as follows:

1. Scope

This Agreement is limited to fire incidents within Spokane County, Washington.

2. Jurisdictional Responsibility

Within Spokane County, the jurisdictional responsibility for a fire may be with either one or both of the parties. In the event of dual responsibility, both agencies will normally respond subject to the availability of resources.

3. Provision of Assistance

It is the intent of the parties to assist each other in the suppression of fires. Each party will, upon the request of the other, provide available fire suppression personnel and equipment.

4. Command**A. Sole Jurisdiction Incidents**

The officer of the first arriving agency shall establish command until released by a representative of the agency with primary protection responsibility.

B. Joint Jurisdiction Incidents

Where there is joint responsibility, the first arriving agency will establish command and, upon the arrival of the other agency, a unified command will be established and used.

5. Cost Responsibility and Recovery**A. Sole DNR Jurisdiction Incidents**

If the DNR requests fire department assistance, the fire department may respond with available resources and the DNR will reimburse the fire department for its personnel and equipment costs as provided in Section 5F.

5. Cost Responsibility and Recovery (continued)**B. Joint Jurisdiction Incidents**

- (1) Initial Attack through Containment.
Each party will pay its own costs.
- (2) After Containment
 - (a) Containment is defined as when a control line is established which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and wildlands, e.g., cold trail, wet line, line to mineral soil, or natural barriers.
 - (b) Containment time will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.
 - (c) The fire department is responsible for structures, the area within 100 feet of any structure, and personal property or manmade material that requires the use of self-contained breathing apparatus for firefighting.
 - (d) The DNR is responsible for all remaining wildland areas.
 - (e) After containment, the DNR may request that fire department resources be retained to assist in mop-up, and the DNR will reimburse the fire department for its after-containment personnel and equipment costs as provided in Section 5F below, if billed by the fire department.

C. Areas Assessed by DNR But Not by the Fire District

The fire department will respond and the DNR will reimburse the fire department for its personnel and equipment costs as provided in Section 5F in proportion to the unassessed acreage burned if billed by the fire department.

D. City of Spokane

If requested, the DNR will respond, subject to availability, including special resources, to wildfire incidents within the City of Spokane at no cost to the City until incident containment.

E. Off-Season Incidents

Off-season is defined as the period from October 16 through June 15, provided, that the dates may be altered by mutual agreement if critical fire weather prevails.

In the off-season, the DNR will not normally respond. The fire department will respond and the DNR will reimburse the fire department for its personnel and equipment costs as provided in Section 5F for after-containment costs, provided that the fire department advises the DNR at or before containment in the event that mop-up operations are anticipated to exceed two (2) hours. Reimbursement will not be made unless DNR is notified. (1-800-562-6010 or 1-684-7474)

The fire department may request off-season DNR response, subject to availability, for investigation or additional suppression resources.

F. Cost Reimbursement Rates

1. Volunteer personnel will be paid directly by DNR at the Washington-Oregon Interagency Firefighting Wage Rates ("pink page" rates).

2. Payment for equipment shall be to the provider at the Washington-Oregon Interagency Fire Equipment Rental Rates ("pink page" rates).

Structural engines (Types 1 and 2) used for non-structural wildland fire operations will be paid at the Type 3 brush engine rate.

3. Career personnel costs will be reimbursed to the employing agency at their actual total agency cost.

6. Special Resources**A. Special Resource Ordering**

Special resources include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.

The fire department incident commander may order special resources prior to the arrival of the DNR.

Unordered special resources shall be evaluated by unified command as to suitability and need and if required that decision shall be documented and payment authorized by DNR.

B. Financial Responsibility

DNR has the financial responsibility for all air, heavy equipment and other wildland resources ordered or authorized.

7. Fire Investigation

The fire department agrees to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when both agencies are conducting investigations. Fires involving potential cost recovery by the DNR will be investigated by a DNR fire investigator.

8. Liability and Claims

(a) Each party shall be responsible for its own equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

(b) Each party shall be responsible for all liabilities that may occur or arise in any way out of the performance of this Agreement by its personnel only. Each party agrees to indemnify and hold harmless the other party and its employees and officials against any and all claims of every kind and nature, including but not limited to costs, expenses, losses, damages,

8. Liability and Claims (continued)

and costs of legal defense, incurred as a result of any act or omission of the employees of the party or persons acting in their behalf arising out of or relating to the performance of this Agreement.

9. Renegotiation and Modification

The terms and conditions of this agreement may be renegotiated at the request of either party between January 1 and March 1 of any year.

Any modification or amendment of this agreement must be in writing and must be signed by duly authorized agents of the parties.

10. Assignment and Delegation

This agreement, or any right or interest therein, may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

Any attempted assignment shall be void unless made in strict conformity with this section.

Either party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach.

11. Remedies

Any remedy exercised by either party shall not be deemed exclusive, and either party may pursue any and all other remedies available to it under the law.

12. Compliance with Laws

Both parties shall comply with all applicable statutes, regulations, and laws.

13. Non-Discrimination

The parties shall comply with all United States and State of Washington non-discrimination laws and regulations.

14. Personal Liability of Public Officers

No public official, officer or employee of either party shall be personally liable for any acts of commission or omission in connection with this agreement. It is understood and agreed that all such persons are acting solely as agents of their respective parties.

15. Non-Waiver

Waiver by either party of strict performance of any provision of this agreement shall not act as a waiver of the right of the party to require future strict performance of the same provision or any other provision.

16. Interpretation and Venue

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

The venue of any action brought under this agreement shall be in the Superior Court of Thurston County.

17. Severability

If any provision of this agreement is held to be invalid, such invalidity shall not effect the other provisions of this agreement that can be given effect without the invalid provision(s), and to this end the provisions of this agreement are declared to be severable.

18. Termination

This Agreement may be terminated by either party by the provision of ninety (90) days written notice, provided, that neither party may terminate this Agreement at any time between June 15 and October 15 of any year due to the fire danger during this period.

19. Party Contacts

The contact persons and addresses for the parties are:

= Department of Natural Resources
Northeast Region Manager
Department of Natural Resources
Box 190
Colville, Washington 99110

= Fire District/Department
Fire Chief
City of Spokane Fire Department
West 44 Riverside Avenue
Spokane, Washington 99201

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

CITY OF SPOKANE

Wes Culp
Northeast Region Manager

[Signature]
City Manager

Date 8/27/93

Marilyn Montgomery
Attest: City Clerk

[Signature]
Form Approved: Asst. Atty.

Date July 20, 1993