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Agenda Sheet for City Council Meeting of:
12/02/2013

Date Rec'd	11/20/2013
Clerk's File #	OPR 2013-0830
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN SCHAEFFER 625-7002	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0440-SPOKANE COUNTY FIRE DISTRICT 3 FIRST RESPONSE AGREEMENT		

Agenda Wording
Interlocal agreement between the City of Spokane and Spokane County Fire District Number 3 for supplementary services. The agreement establishes a supplemental fire response system between the City of Spokane and Fire District No. 3.

Summary (Background)
The parties will be responsible for establishing the areas and situations to which supplemental response will apply. Calls from the established areas will be referred to as "supplemental response incidents." No compensation can be claimed from the other party for services rendered under this agreement. Each party is liable for losses and damages that may arise out of performance under the agreement. The agreement may be terminated by either party though a thirty day written notice of termination

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session	Public Safety Committee 11/18/13
Division Director	SCHAEFFER, BRIAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	achirowamangu	
For the Mayor	SANDERS, THERESA	mdoval	
Additional Approvals		korlob	
Purchasing		bschaeffer	
		Contract Accounting	

APPROVED BY SPOKANE CITY COUNCIL ON
December 2, 2013
Len J. Spitzer
SPOKANE CITY CLERK

INTERLOCAL AGREEMENT

SUPPLEMENTAL FIRST RESPONSE AGREEMENT

THIS AGREEMENT is entered into between the CITY OF SPOKANE, Washington, and SPOKANE COUNTY FIRE DISTRICT NO. 3, whose address is ----- under the authority of the Interlocal Cooperation Act, RCW 39.34.030.

10 S. Presley Drive, Cheney WA 99004

In consideration of the supplemental services provided by this agreement, it is agreed as follows:

1. PURPOSE.

The purpose and intent of this agreement is to establish a supplemental fire response system between the parties. The supplemental fire response shall apply to predetermined areas and types of incidents as established by the fire chiefs of the parties pursuant to this agreement.

2. SUPPLEMENTAL RESPONSE.

The fire chiefs of the parties, or their authorized representatives, shall from time to time mutually establish the areas and situations to which supplemental response shall apply, and all calls from such areas or in such situations shall be referred to as "supplemental response incidents." The prescribed supplemental response may vary as to the equipment and personnel to be dispatched depending on the nature of the particular area or situation and outlined in an Operational Plan of each party.

3. RESPONSE PROCEDURE.

Upon receipt of a supplemental response incident, both parties shall immediately respond as prescribed, provided that appropriate equipment and personnel are available. In the event that either party does not have appropriate equipment and personnel available to respond it shall immediately advise the other party through the Combined Communications Center.

4. COMMAND.

Initial incident command shall be assumed by the senior officer of the first arriving unit. If incident command is assumed by an officer of the secondary party, it shall be relinquished to the first arriving officer of the primary party. The primary responder shall be the party in whose geographical area the alarm is located. The other, supplemental, responding party shall be the secondary party.

The equipment and personnel sent by the secondary party shall serve under the incident commander.

5. TERMINATION OF SERVICE.

The equipment and personnel of the secondary party shall be released from service by the incident commander as soon as conditions warrant their release.

6. LIABILITY.

Each party assumes responsibility for all liabilities that occur or arise in any way out of performance under this agreement by its personnel only and agrees to hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party's employees relating to performance under this agreement.

7. INSURANCE.

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

8. COMPENSATION.

Each party waives any claim to compensation from the other party for services rendered under this agreement; however, each party reserves the right to claim compensation or reimbursement from any responsible third party or other potential funding source.

9. NON-EXCLUSIVE AGREEMENT.

The parties shall not be precluded from entering into similar agreements, first response agreements or mutual aid agreements with other entities.

10. TERM / TERMINATION.

This agreement shall be in full force and effect until terminated. This agreement may be terminated by either party giving to the other party written thirty (30) days notice of termination.

11. RCW 39.34 REQUIRED CLAUSES.

A. PURPOSE: See Section No. 1 above.

B. DURATION: See Section No. 10 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The City of Spokane shall file this agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 10 above.
- H. PROPERTY UPON TERMINATION: Title to all property acquired by any party in the performance of this agreement shall remain with the acquiring party upon termination of the agreement.

Dated: December 10, 2013

Dated: DECEMBER 11, 2013

City of Spokane, Washington

Spokane County Fire Protection
District No. 3

David Condon
David Condon, Mayor

Harold Marsh Jr.
Commissioner

Attest:

Leri R. Foster
City Clerk

Ron McKinley
Commissioner

Approved as to form:

B. Burns
Assistant City Attorney

Sharon J. Colby
Commissioner

Commissioner

Commissioner





Fire Station 35/SFD Operational Plan

Spokane Fire Department
44 W Riverside
Spokane, WA 99201

Spokane Fire District 3
10 South Presley Drive
Cheney, WA 99004

November 4, 2013



Concept and Constraints

This document intends to better explain the relationship with SFD and Spokane Fire District 3 (FD 3) for the protection of a part of the Eagle Ridge area in Southwest Spokane City. It is the intent of both parties to provide insurance rate relief in light of the current Washington Survey and Rating Bureau (WSRB) rules governing rating of fire protection. It is agreed that the parties' efforts are a temporary measure that will not give substantial service changes to the area. It is the desires of the parties to ultimately provide the same service as the remainder of the City. It is also recognized that IAFF Local 29 represents the members providing service to the area and there is not intent to reduce SFD personnel with this agreement. In recognition of the aforementioned statement, this plan will sunset in 5 years and will need to be extended by mutual agreement of all parties (SFD, FD3, and Local 29). If daily staffing is reduced below 2014 levels, this agreement will be void, until mutually agreed to by all parties. The specific area of service as identified in *Figure 1* below will be beyond 5-road miles of a City Fire station and within 5-road miles of Station 35. Any modifications to the area will need a consensus by all parties to be become effective.

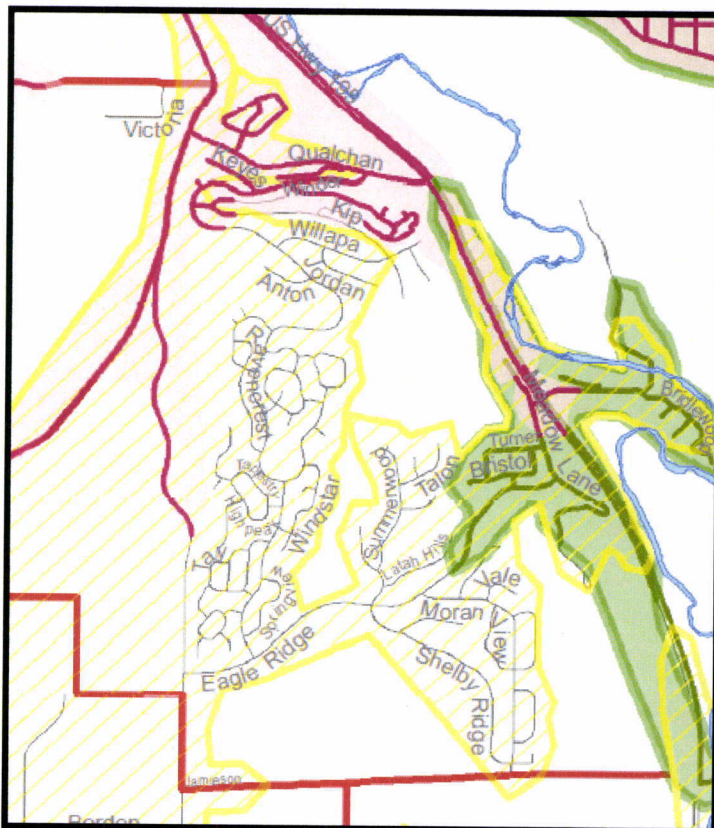


Figure 1. Area identified in yellow hash represents the supplemental response area



SFD Level of Response:

- The SFD level of response on incidents will be the same as the remainder of the City per SFD Policy and Standards of Coverage.
- A full complement of SFD resources will be sent per policy and practice to all incidents. District 3 will assign a Pumper/Tender (Class A Engine) with a crew of at least three to the incident in addition to the SFD resources. FD3 attack engines cannot be substituted, and apparatus from stations other than Station 35, as currently located, cannot be substituted.

Note: The purpose of receiving supplemental response on designated incidents is to strive for the best level of service possible for the public and the highest level of safety possible for responders.

Communications:

- Communications for responses in the City will occur per the City's talk group/channel plan or as assigned by the CCC.

Incident Command:

- Per policy, the first unit on the scene of an incident is expected to provide a size-up and establish Command. That unit is expected to remain in Command until Command is transferred; Command is assumed by the agency having jurisdiction; or Command is terminated.
- It is expected that Command will become the responsibility of the agency having jurisdiction. Transfer of Command should only occur through a formal process and should be accompanied by a briefing (by radio or face-to-face).

Note: Both agencies utilize the same passport accountability system and procedures.

Cancellation - Returning of Resources to Service:

- The IC is responsible for returning non-jurisdictional resources to service as soon as possible.
- SFD resources can be cancelled by other agency resources on incidents within the City based on the circumstances of the incident. It is up to the SFD officer in charge (OIC) as to whether to continue or cancel the response based on available information.

Note: The purpose of giving and receiving supplemental response on designated incidents is to strive for the best level of service possible for the public and the highest level of safety possible for responders. Resources from other agencies should be used as needed on incidents within the City until adequate City resources are on scene and can safely transition to fill those roles without jeopardizing the stability of the incident mitigation.

Documentation of Incidents:

- SFD personnel will complete an incident report on all incidents dispatched to, per current SFD policy, regardless of the location of the incident.
- Other agencies who respond to the incident will complete incident reports per their practice.
- It is important for the SFD report writer to note the presence of other agency's resources and any assignment made by the SFD member to those other agency's units.



Water Supply in Non-Hydranted Areas:

- FD 3 will respond Pumper/Tender 35 as supplemental response to 11F. If additional water supply is needed on an incident it can be requested through Mutual Aid.
- Water Supply Operations
 - FD 3 will normally pump to an Engine through 5" hose.
 - FD 3 will normally not use a portable tank operation.
 - If access to the incident is from a driveway, driveway should be evaluated as to if Tender can utilize roadway.
 - In cases where driveway utilization by a Tender is questionable, a 5" line can be dropped at the driveway entrance and laid to fire scene
 - If the decision is made to lay 5" hose, it is important to assure that the driveway access by other incoming units will not be hampered.

Note: FD 3 Tenders carry necessary gate valve equipment to make connections to 5" hose.

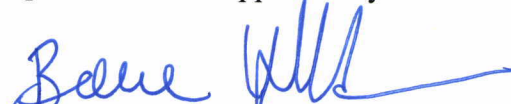
Training with FD 3 Agencies:


- SFD personnel who would normally respond to incidents in the Eagle Ridge area are encouraged to regularly train and interact with personnel from FD 3. SFD Training Division will schedule with FD 3 Training Chief within the remainder of 2013.


Miscellaneous:

- RIT Equipment
 - FD 3 carries RIT kits on their 320 Chief vehicles.
- SCBA's
 - FD 3 utilizes Sperian high pressure SCBA's and all have the standard RIC connection on their SCBA.
 - FD 3 units carry spare SCBA bottles and a portable cascade system is available on their Support Unit 35
- Attack lines are 1.5" and nozzles should normally be utilized in a setting of 100 gpm or greater.

Operations Plan Approved by:


Fire District 3 Chief Bruce Holloway


Local 29 President Don Waller


City of Spokane Chief Bobby Williams