



City of Spokane

Minor Contract Summary

OPR # OPR 2014-0749
 Cross Ref _____
 Destruct Date 2022
 Clerk's Dist. 11-03-14 SR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Spokane Fire/EMS
 Department Project # _____

New Contract
 CR # _____ MOU
 Date: 9/19/2014

Contractor/Consultant

Name: **Spokane Valley Fire Department**
 Address: 2120 N. Wilbur Rd. Remittance Address:
 City, State, Zip: Spokane Valley, WA 99206 City, State, Zip

Summary of Services

MOU with Spokane Valley Fire Department for Technical Rescue and Swift Water Rescue Automatic Aid Agreement.

Amount: 0 Budget Code: _____

RECEIVED
 OCT 31 2014
 CITY CLERK'S OFFICE
 SPOKANE, WA

Maximum Amount

Beginning Date: 10/1/2014 Expiration Date: 9/30/2015 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Brian Schaeffer

Funds are available in the appropriate budget account

| | | |
|--------------------|--------------------|----------------|
| Accountant | <u>[Signature]</u> | <u>9/25/14</u> |
| | Signature | Date |
| Department Head | <u>[Signature]</u> | <u>9-25-14</u> |
| | Signature | Date |
| Other <u>LOBAK</u> | <u>[Signature]</u> | _____ |
| | Signature | Date |
| Other | _____ | _____ |
| | Signature | Date |

Distribution List

| | |
|---|--|
| Contractor E-mail: | Contract Accounting: <u>mlesesne@spokanecity.org</u> |
| Dept. Contact E-mail: <u>bschaeffer, mdoval, korlob</u> | Taxes and Licenses |
| | |
| | |



MEMORANDUM OF UNDERSTANDING

**SPOKANE FIRE DEPARTMENT/SPOKANE VALLEY FIRE DEPARTMENT
TECHNICAL RESCUE AND SWIFT WATER RESCUE AUTOMATIC AID AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE FIRE DEPARTMENT (SFD) and the SPOKANE VALLEY FIRE DEPARTMENT (SVFD), Washington State municipal corporations (collectively the "Agencies").

WHEREAS, RCW 52.12.031(3) authorizes SVFD to contract with SFD for cooperative fire prevention protection, fire suppression, investigation, and emergency medical purposes; and

WHEREAS, RCW 39.34.030 authorizes the Agencies to enter agreements with one another for joint or cooperative action; and

WHEREAS, each of the Agencies owns and maintains apparatus and equipment for performance of technical and swift water rescue activities meeting applicable regulatory standards and requirements; and

WHEREAS, each of the Agencies maintain appropriately trained response personnel capable of providing various levels of technical and swift water rescue related services; and

WHEREAS, the geographical boundaries of the Agencies are located in such a manner as to enable each Agency to render automatic aid service to the other; and

WHEREAS, the Agencies desire to establish a mutual first alarm response system (automatic aid) between the Agencies to enhance services and efficiencies for technical and swift water rescue services within each Agency's response area. -- Now, Therefore,

The Agencies agree as follows:

1. COVERAGE AREAS. The automatic aid response service shall apply to all geographical areas within the boundaries and/or response areas of each Agency, with pre-determined incident codes and apparatus, as established by the Chiefs of the Agencies within Attachment A.
2. RESPONSE PROCEDURE. Upon receipt of a dispatch from the Combined Communications Center (CCC) to a geographical location within either Agency's response area with an incident code covered within Attachment A, both Agencies will immediately respond apparatus and personnel, provided the equipment and personnel are available as described in Attachment A.
3. TERMINATION OF SERVICE. The equipment and personnel of either Agency may be cancelled by the first arriving apparatus after completion of a scene assessment and determination by the Incident Commander (IC) that additional resources are not needed. Auto

aid resources shall be released from service by the IC as soon as conditions warrant or in the event of an emergency within the other Agency's service area.

4. LIABILITY. In the performance of this MOU, the Agencies are independent contractors and neither Agency, its officers, employees, agents, participants nor subcontractors, shall be considered to be employees or agents of the other party. Each party shall indemnify and hold the other party harmless from any loss, liability, damage, death or injury to any person or property, from any act or omission of the indemnifying party, its officers, employees, agents, participants or subcontractors arising directly or indirectly as a consequence of this MOU.

5. INSURANCE. During the term of the MOU, the Agencies shall maintain in force at their own expense adequate insurance coverage for their own equipment and personnel, including workers' compensation insurance and general liability insurance, which includes contractual liability coverage for the indemnity provided under this MOU.

6. NON-EXCLUSIVE AGREEMENT. The Agencies shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

7. BENEFITS. This MOU is entered into for the benefit of the Agencies only and shall confer no benefits, direct or implied, on any third parties.

8. FILING. This MOU shall be effective upon signing and filing with the City of Spokane Clerk.

9. TERM. The MOU shall be for an initial term of one year and shall automatically renew annually, unless terminated as provided below.

10. TERMINATION. Either Agency may terminate this MOU at any time by giving written notice to the other Agency at least sixty (60) days prior to the date of termination.

11. MODIFICATION. This MOU may only be modified by mutual agreement of the Agencies, executed in the same manner as this MOU.

12. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

13. RCW 39.34 REQUIRED CLAUSES.

A. Purpose: See Recitals above.

B. Duration: See Section No. 9 above.

C. Separate Legal Entity: This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.

D. Responsibilities of the Parties: See provisions above.

- E. Agreement to be Filed: See Section No. 8 above. SFD shall file this Agreement with its City Clerk. SVFD shall file this Agreement with its Auditor or 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. Disposal of Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

SPOKANE FIRE DEPARTMENT

By: *Bobby Williams*
 Fire Chief Bobby Williams

Date: 10-28-14

Attest: *Leri Agate*
 City Clerk

Approved as to form: *Alvin Bullock*
 Assistant City Attorney

SPOKANE VALLEY FIRE DEPARTMENT

By: *Bryan Collins*
 Fire Chief Bryan Collins

Date: October 28, 2014



Attachment A

| Response Area | Call Type | SVFD Unit Hard Coded First Response | SFD Unit Hard Coded First Response |
|----------------------|---------------------|--|---|
| SVFD | 36F Water Rescue | 3TRT, P, E, 2DC, VS, A, VCS, DIVE, PIO | W2, W16, 1DC |
| SFD | 36F Water Rescue | VW8, 1DC | R, 2W, TR, 2E, 2DC, SCS4, A, DIVE |
| SVFD | 37F Tech Rescue | 3TRT, P, E, 2DC, VS, A, VCS, PIO | SR4, 1DC |
| SFD | 37F Tech Rescue | 3TRT, 1DC | R, TR, 3E, RL, 2DC, A, SCS4, MSO |