

07/09/15  
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<b>Agenda Sheet for City Council Meeting of:</b>		<b>Date Rec'd</b>	5/18/2015
06/01/2015		<b>Clerk's File #</b>	OPR 2015-0433
		<b>Renews #</b>	
<b>Submitting Dept</b>	FIRE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BOBBY WILLIAMS 625-7001	<b>Project #</b>	
<b>Contact E-Mail</b>	BWILLIAMS@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1970 AUTOMATIC AID RESPONSE AGREEMENT WITH SCFD 9		

**Agenda Wording**  
 Agreement with Spokane County Fire District 9 to for automatic aid response system to enhance services and efficiencies for fire suppression and emergency medical and rescue services. Agreement shall renew automatically year to year until terminated.

**Summary (Background)**  
 This Agreement is entered into under the authority of RCW 52.12.031(3), and pursuant to Chapter RCW 39.34 - the Interlocal Cooperation Act. Each agency maintains equipment and employs trained personnel to respond to fires and medical emergencies and are geographically located to render automatic-aid to the other. The services provided by each party pursuant to this Agreement shall be provided at no cost to either party.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session</b>	PSC 05/18/2015
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Other</b>	
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	Fire: bschaeffer, korlob, mdoval	
<b>For the Mayor</b>	CODDINGTON, BRIAN	SCFD 9: Jcates@scfd9.org	
<b>Additional Approvals</b>		<i>J. Fanglt</i>	
<b>Purchasing</b>			

APPROVED  
 BY SPOKANE CITY COUNCIL on  
*6/11/2015*  
*[Signature]*  
 SPOKANE CITY CLERK

#66

## **AUTOMATIC AID RESPONSE AGREEMENT**

This Agreement is entered into between Spokane County Fire Protection District No. 9 (hereafter referred to as "Fire District 9") and City of Spokane Fire Department (hereafter referred to as "SFD"), municipal corporations of the State of Washington, on this XX day of XXX 2015.

### **RECITALS**

1. This Agreement is entered into under the authority of RCW 52.12.031(3) , and pursuant to Chapter RCW 39.34 – the Interlocal Cooperation Act.
2. Each of the Agencies owns and maintains apparatus for the suppression of fires and for the provision of emergency medical services. Each of the Agencies also retains fire fighting personnel who are trained to provide various levels of emergency medical services.
3. Each of the Agencies has the necessary apparatus and personnel to enable it to provide services to the other Agency in the event of an emergency.
4. The geographical boundaries of each Agency are located in such a manner as to enable each Agency to render automatic-aid to the other.
5. It is the purpose of this Agreement to establish automatic aid response system between the Agencies to this Agreement to enhance services and efficiencies for fire suppression, emergency medical and rescue services to each of the Agencies and not to supplant staffing or reduce Agency resources.
6. Both agencies agree for the purpose of this Agreement, Automatic Aid shall mean assistance dispatched automatically by contractual agreement without request and Mutual Aid shall remain aid provided to another agency upon request of that agency.
7. Each agency agrees that enhancement to service shall not be used to support layoff or reduction of personnel nor shall it be used to support an annexation effort by either party. In the event of a personnel reduction by either agency, the Agreement will be terminated.

### **AGREEMENT**

The Agencies, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the Agencies, agree as follows:

1. **Duration of Agreement:** This Agreement shall become effective upon the execution of this Agreement by the Fire Board of Commissioners of Fire District 9 and the Spokane City Council and shall automatically renew itself from year to year thereafter, until terminated. Any party may terminate its participation in the Agreement at any time by giving written notice to the other party at least sixty (60) days prior to the date of termination.

2. **Administration:** For purposes of liaison and the administration of this Agreement, the Fire Chief of each agency party to this Agreement, or his/her designee, is designated as its representative, and collectively, they shall be responsible for administration of this Agreement.
3. **Coverage Areas.** This Agreement is entered into between the agencies to create an automatic aid process where responses to incidents are made by the closest and most appropriate resource. Agencies agree to respond to any reported fire, EMS, rescue or service related incident with the appropriate apparatus into the jurisdiction of the other agency who are party to this Agreement. Said responses shall not require any specific request but shall be automatic upon dispatch by Combined Communications Center (CCC).
4. **Response Procedure.** Upon receipt of a dispatch from the Combined Communications Center (CCC) to an incident within the agencies jurisdictional area the agency (s) in closest proximity to the call for service will be dispatched, according to parameters defined in Appendix A, and immediately respond apparatus and personnel, regardless of jurisdiction. The host Agency will provide additional equipment and personnel as or if, necessary. Each agency agrees to request dispatch of a closer unit from the host agency if the initial dispatched apparatus is out of position.
5. **Modifications.** A consensus summary of operational considerations and expectations, as discussed by senior staff members of each agency, is outlined in Appendix A. Modifications to the content of Appendix A may be made with the concurrence of each agency Fire Chief and or his/her designee. Amendments to Appendix A will be attached to the original Inter-local Agreement with each chief's dated initials indicating acceptance.
6. **Costs and Reimbursements.** The services provided by each party pursuant to this Agreement shall be provided at no cost to either party. In the event a state or federal emergency is declared, or eligibility for 3<sup>rd</sup> party reimbursement exists, this Agreement shall not constitute a waiver of the rights of the parties to claim reimbursement (s).
7. **Termination of Response.** The equipment and personnel of the authority having jurisdiction (host agency) or the other Agency party to this Agreement may be cancelled by the first arriving apparatus, after the first arriving apparatus has completed a scene assessment and the IC determines that additional resources are not needed. If the other Agencies' resources arrive on scene, they shall be released from service by the Incident Commander as soon as conditions warrant or in the event an emergency should occur in the other Agencies jurisdiction.
8. **Liability.** Each Agency agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other Agency, 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 the Agencies employees relating to the performance of this Agreement.

**9. Insurance.** Each Agency agrees to maintain adequate insurance coverage for its own equipment and personnel.

**10. Non-Exclusive Agreement.** The Agencies to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

**11. Benefits.** This Agreement is entered into for the benefit of the Agencies to this Agreement only and shall confer no benefits, direct or implied, on any third persons

**12. Notification:** All notices herein require shall be in writing and delivered in person to the Fire Chief of each agency.

**13. Modification & Termination.** This Agreement may only be modified by mutual agreement of all Agencies hereto, executed in the same manner as this Agreement, except as noted in Agreement item 5 – modifications to Appendix A. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

**14. RCW 39.34 REQUIRED CLAUSES**

A. Purpose: See Recitals of the Agreement.

B. Duration: See Section No. 1 of the Agreement.

C. Separate Legal Entity: It is the intent of the parties that 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 above provisions of the Agreement.

E. Agreement to be Filed: The City shall file this Agreement with its City Clerk. The OTHER ENTITY shall file this Agreement 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.

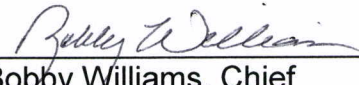
G. Termination: See Section No. 13 of the Agreement.

H. Disposal of Property Upon Termination: All property acquired during the term of this Agreement will remain the property of the entity whom was 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 COUNTY FIRE  
PROTECTION DISTRICT NO. 9**

**SPOKANE  
FIRE DEPARTMENT**

By:   
Jack Cates, Chief

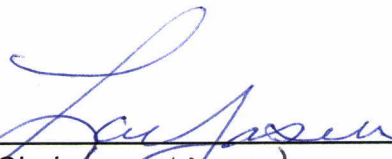
By:   
Bobby Williams, Chief


Date: 6/9/15

Date: 6-15-15


Attest:

Approved as to form:

  
City Clerk (**Acting**)

 6/16/15  
Assistant City Attorney

15-539

  
David A. Condon  
Mayor  
City of Spokane



**APPENDIX A**

**Spokane County Fire District 9  
&  
Spokane Fire Department**

**Automatic Aid Operational Issues**

Issues for consideration:

1. Agreement restrictions or exceptions

- a. Both agencies agree this document has no mileage, unit or call type restrictions other than the exceptions listed. This Agreement is for true auto-aid between both agencies. Prior to implementation, both agencies will have functional AVL capability.
- b. For structural fire, EMS and MVA responses, the following engine resource allocations will be maintained in addition to sending the closest appropriate Engine or Ladder (Note: EC = Career Crew with at least 3-person staffing, L= Career Crew with at least 3-person staffing, E = Volunteer Crew).
  - i. District #9 - 11F 3-EC, 1E, 1L, 2-20 officers
  - ii. District #9 - 11C 4-EC, 1E, 2L, 2-20 officers
  - iii. District #9 - 11W - additional 1E
  - iv. District #9 - 31E: 2 EC-P
  - v. District #9 - 35F: 1 X, 2 EC, 1E, 2-20 Officers
  - vi. SFD - 11F 4-EC, 1L, 1R, 2-20 Chiefs
  - vii. SFD - 11C - 5-EC, 2L, 1R, 2-20 Chiefs
  - viii. SFD - 11W - additional 1-L
  - ix. SFD - 31E: 1 EC-P, 1EC, 1 20 officer
  - x. SFD - 35F: 1R, 1RL (X), 1L, 1EC, 1EC-P, 2-20 Officers

For all other call types within jurisdictional boundaries, the host agency shall utilize their regular deployment model.

- c. District 9 volunteer engines will not be part of the initial dispatch into SFD response areas, unless a request for move-up of volunteer resources has been initiated.
  - d. AMR Paramedics may cancel fire resources when they are responding and AMR is on-scene and determined the additional resources are not needed.
  - e. Prior to implementation of any new call types and / or changes to resource allocation (s) for specific call types, each agency agrees to coordinate with the other agency to ensure there are no adverse operational impacts on the agency.
2. 20 Chief Responses into another's Jurisdiction
- a. 20 Chiefs will be Agency Chief Officers and not acting (or out-of-class) 20 Chiefs
  - b. It is not expected that an agency will automatically respond a 20 Chief to a neighboring auto aid department to accompany their dispatched resources, however the agency may self-initiate if they are closer.

- c. The host agencies' 20 Chief (s) will be dispatched to an incident in his/her jurisdiction regardless of the units being dispatched. The 20 Chief in the assisting jurisdiction will also be paged on any working incident (11W).

3. Communications

- a. Units from an assisting auto aid department will respond and communicate on the assigned talk group
- b. When multiple units from the assisting agency are dispatched into a Host agency, the Host 20 Chief should receive a page.

4. Investigator call out / notification requirements

- a. For any fire where an investigator has not been dispatched, contact the host 20 officer for determination of need.

5. Knox keys

- a. Request response of host agency unit as necessary. In the interim the agencies will work collectively to resolve the issue of incompatible Knox Box Keys that may result in redundant responses.

6. Gate combinations

- a. Agencies will provide one another map related information

7. Mapbook coordination

- a. SCFD 9 and SFD will provide one another with necessary map information in either electronic or hard copy formats.

8. When AVL is not functional

- a. Companies will be dispatched traditionally.

9. For cardiac arrest, significant trauma, challenging medical

- a. For "Echo" calls request dispatch of additional **EMS, manpower** + any other necessary resources; *i.e., **CARES, chaplain, decon, etc.***

10. Extended Incidents for Standby, Overhaul and etc

- a. Host agencies shall work to release equipment from the other jurisdiction as soon as possible. If it is anticipated that an assisting agency unit(s) are needed on-scene for significant period of time (> 30 minutes), the incident commander should consider notification of 20 Chief for replacement by host agency unit.

11. Training

- a. Both agencies agree to conduct regular inter-department training; tabletops, classroom, multi-company scenarios (extrication, live fire, tech rescue, haz mat, wildland – urban interface, FF safety...MAYDAY / RIT and etc.). Advance scheduling for extended training will facilitate planning for station move ups and / or staffing backfill as deemed appropriate by the agencies.
- b. Involvement of 20 Chiefs and training staff should be on-going. Training shall be conducted at the discretion of each department

12. Incident report information

- a. Each department will make appropriate incident related data entries into their individual records management system and share inter-jurisdictional information on an agreed to regular schedule.

13. Use of Appropriate and Accepted Practices

- a. The agencies will use the Spokane County Field Operations Guide, individual Policies, SOPs, and Standards as the primary accepted practices.
- b. Additional practices for consideration from SFD will be reviewed by SFD labor/management. Consensus recommendations will be forwarded to each agencies senior staff members for adoption, modification or rejection.

14. Damage to Equipment / Cost Incurred While Involved in Response to Host Agency Jurisdiction

- a. Hold Harmless
- b. Host agency will bill responsible party if cost recovery is an option.

15. Personnel Attire, Appearance and Conduct

- a. Each department shall ensure their personnel are in compliance with their applicable policies and procedures with respect to attire, appearance and conduct and will deal appropriately with concerns identified.
- b. Each department will investigate and follow-up with the other in the event of a legitimate complaint or concern.

16. Citizen Complaint

- a. Personnel responding into the host agency will contact the host 20 Chiefs immediately if a complaint is received or in the event of an unusual incident

17. Inventory of Specialized Equipment

- a. Each agency will share inventory information of specialty equipment (e.g. TIC's, 4 gas detectors, HCN detector, foam, CAFS, etc...) with each other.

18. After Action Review

- a. At a minimum an informational review of all significant incidents shall take place on-scene prior to releasing units (tailboard hot wash). On more significant or larger incident both agencies shall work together to develop an after-action-review (AAR). When possible first alarm assignments will meet and discuss the information presented in the AAR.

19. Unusual/ High Profile Occurrence

Any unusual or high profile incident that occurs in a jurisdiction that is handled by other than a host unit, shall result in the immediate notification of the host agency's 20 Chief.



**Appendix B**

**Resource Contributions for Each Agency**

As identified below, each of the participating agencies will add the identified resources for availability of automatic CAD recommendations, dispatch and response.

**District 9**

All Chiefs, Engines and Ladders

**SFD**

All Chiefs, Engines, Ladders and Rescues\*

\*Attack 5, Rescue 8, Squads and ARU's are exempt due to staffing and capability

### Appendix C

### Automatic Aid Response Area Map

