

INTERLOCAL COOPERATION AGREEMENT
FOR BORROWED EMPLOYEES

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the undersigned agencies (collectively the “Parties” and singularly as “party”), for the purpose of sharing response teams during an emergency

WHEREAS, the Parties are municipal corporations that may, pursuant to Title 52 RCW and chapter 39.34 RCW, enter into necessary contracts to further fire prevention and suppression, emergency medical services and the protection of life and property;

WHEREAS, the Parties have declared or are in the process of declaring an emergency due to the potential spread of a highly infectious disease, COVID-19;

WHEREAS, all Parties believe, and therefore represent, that their respective budgets should be adequate to fund the obligations of this Agreement, and to operate and maintain the departments adequately, given the call volume, demands and needs of the respective jurisdictions’ citizens; and

WHEREAS, all Parties see cooperative advantages and opportunities for more efficient delivery of municipal services within their respective jurisdictions if these agencies enter into an interlocal Agreement, as allowed by law.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** A capitalized term set forth in this Agreement signifies a term defined under this Article 1.

“Agreement” means this interlocal agreement.

“Apparatus Threshold” means the minimum number of Borrowed Responders necessary to staff apparatus loaned by the Transferor to the Requesting Agency during an Emergency.

“Emergency” means and includes natural and man-made public calamity, including but not limited to enemy attack, acts of terrorism, pandemic, epidemic, extraordinary hazardous material incident, fire, flood, storm, lahar, volcanic activity, tsunami and earthquake.

“Responder” for purposes of this Agreement, means a firefighter, paramedic, and/or emergency medical technician with the capacity and present availability to perform a 24-hour shift.

“Borrowed Responder” refers to a Responder employed by a Transferor.

“Transferor” refers to a party with sufficient resources to temporarily loan Responders to a Requesting Agency. Any signatory to this Agreement may be a Transferor at any given time, subject to the administrative resources available. There may be more than one Transferor providing a Shared Response Team to a Requesting Agency in any given instance.

“Minimum Staffing” does *not* refer to a general, countywide standard, but instead refers to the accepted number of Responders necessary to staff all of the facilities and accompanying apparatus of a Requesting Agency within its respective boundaries, subject to any applicable agreement or policy that addresses said Minimum Staffing in effect with the Requesting Agency.

“Requesting Agency” means a party without a sufficient number of Responders to fully perform its functions during an Emergency, which is in need of Borrowed Responders to maintain Minimum Staffing during a particular 24-hour shift.

“Shared Response Team” refers to a team of Borrowed Responders with the accompanying apparatus those Borrowed Responders are intended to staff. Under certain (and rare) circumstances, a “Shared Response Team” may refer to one Borrowed Responder. The composition of a Shared Response Team shall be in the discretion of the Requesting Agency, subject to a Transferor’s available resources, and in the event that apparatus is needed or requested.

“Shared Response” means the duration under which the Requesting Agency is loaned a Shared Response Team.

“Unavailable” means that Responders of a Requesting Agency are unable, by reason of illness, disability, or other reason related to the Emergency, to perform the duties of a Responder, for at least 24 hours, and said Unavailability shall result in the Requesting Agency not having sufficient resources to fully perform its functions during an Emergency.

2. **Authority.** This Agreement is executed pursuant to the authority conferred upon the Parties in RCW 39.34, the Interlocal Cooperation Act, and RCW 52.12.021. In all respects, the Parties shall be deemed to be acting in their governmental capacities in the performance of this Agreement.
3. **Purpose.** The purpose of this Agreement is for the Parties to enumerate the terms under which a Transferor shall provide a Shared Response Team to a Requesting Agency during an Emergency, and the terms upon which the Requesting Agency shall defray the costs incurred by the Transferor in providing a Shared Response Team in a particular instance. The intent of this Agreement is *not* to permit a Requesting Agency to avoid the cost of overtime incurred by virtue of calling in its own employees during an Emergency. Instead, the intent of this Agreement is to permit a Requesting Agency to maintain Minimum Staffing during an Emergency. When the Requesting Agency has a sufficient number of its own

Responders to maintain Minimum Staffing through the use of overtime, the terms of this Agreement shall not control.

4. **Method of Dispatching a Shared Response Team.** The request for a Shared Response Team is the responsibility of the Requesting Agency. Prior to requesting a Shared Response Team from a Transferor, a Requesting Agency shall have declared an Emergency. After declaring said Emergency, the Requesting Agency may request a Shared Response Team by providing a Transferor with 24 hours' written notice via electronic means, to the Transferor's Fire Chief or designated agent, of the Unavailability of Requesting Agency Responders and necessary apparatus. The Requesting Agency, at the time of the request, shall inform the Transferor of the number of Borrowed Responders necessary to compose the Shared Response Team and the qualifications necessary of said Borrowed Responders. Upon receiving a request for a Shared Response Team and determining that the necessary Responders are available, the Transferor shall dispatch said team to serve the Requesting Agency until such time as agreed upon by the Requesting and Transferring agencies.
 - 4.1 If the Shared Response Team is needed to support operations of the Transferor due to unforeseen circumstances, the Transferor may recall the loaned responders immediately.
5. **Composition of Shared Response Team with Accompanying Apparatus.** In the event that the Requesting Agency is in need of a fire engine or ladder truck, the Transferor shall dispatch no less than three Borrowed Responders to staff said engine or ladder truck. In the event that the Requesting Agency is in need of a medic unit, the Transferor shall dispatch no less than two Borrowed Responders to staff said medic unit, one of whom must be a paramedic, and the other an emergency medical technician or other qualified Responder. The Parties may establish separate Apparatus Thresholds for different apparatus, in accordance with their administrative resources and all applicable regulations and laws. An enumeration of all Apparatus Thresholds agreed to by the Parties may be attached hereto as "Exhibit A." The composition of a Shared Response Team shall be in the discretion of the Requesting Agency, subject to a Transferor's available resources. Under any circumstances, all engines and ladder trucks shall be staffed with at least one company officer or qualified acting company officer.
6. **Scope of Services/Delegation of Authority.** The administrative staff of a Requesting Agency, under the leadership of its Fire Chief, shall be delegated full authority to temporarily manage a Shared Response Team, within the expectations and guidelines set forth by the Requesting Agency. All Borrowed Responders must adhere to the Pierce County EMS Protocols and all other applicable laws and regulations during the performance of the services enumerated herein.
7. **Employer/Employee Relationship.** It is understood and agreed by the Parties that no Borrowed Responder, while serving on this temporary assignment to a Requesting Agency pursuant to this Agreement, shall be deemed an employee of a Requesting Agency, although the Borrowed Responder may operate under the

temporary supervision or control of the Requesting Agency. Borrowed Responders will continue to be entitled to any applicable wages and benefits, from the Transferor, for hours worked on a Shared Response Team, subject to the reimbursement provisions set forth at Article 9 below. Nothing contained in this Agreement shall create the relationship of master and servant or employer and employee, as between a Requesting Agency and a Borrowed Responder. Additionally, no Borrowed Responder shall be considered to be an independent contractor, but rather shall be a continuing employee of the Transferor, covered by the Transferor's insurance policies and subject to the Transferor's policies, procedures and applicable agreements.

8. **Apparatus and Assets.** The Transferor shall maintain insurance on all apparatus loaned to the Requesting Agency. Concurrently, the Requesting Agency shall pay the premium costs incurred by the Transferor during the Shared Response. All apparatus and other assets loaned by the Transferor shall be returned to the Transferor at the conclusion of the Shared Response, reasonable wear and tear permitted. The rates for the reimbursement of the use of apparatus during a Shared Response will be based on the Washington State Wage & Equipment Rate Guide as established by the Washington Fire Chiefs, in effect now or hereinafter amended.
9. **Disposable Equipment.** At the conclusion of a Shared Response, disposable equipment loaned by the Transferor during the Shared Response shall be reimbursed at its fair value at the time of transfer. For purposes of this Agreement, "disposable equipment" shall include but not be limited to personal protective equipment and oxygen supplies.
10. **Details of Services.** Each Requesting Agency shall prepare a written list of expectations or performance guidelines to provide to any Shared Response Team. This list should be prepared in cooperation with all potential Transferors, for purposes of establishing uniformity in the services provided pursuant to this Agreement.
11. **Term of Agreement.** This Agreement shall be effective immediately upon execution—ratification and signature by all Parties—and shall continue in full force and effect until such time as an Emergency is declared ended by all Parties to this Agreement. Before the end of the term, the Parties may negotiate a successor interlocal Agreement. The term of service for any Shared Response Team shall terminate within 48 hours' time of a Requesting Agency being possessed of sufficient personnel to maintain Minimum Staffing within its respective boundaries.
12. **Consideration.** As consideration for the provision of a Shared Response Team, a Requesting Agency shall reimburse the Transferor for all costs incurred by the Transferor in compensating any Borrowed Responder for his or her hours performed on a Shared Response Team, including but not limited to the Borrowed Responder's wages—which include overtime—and a pro rata share of the Borrowed Responder's benefits as conferred by any applicable collective bargaining agreement or other policy of the Transferor. This pro rata share shall be calculated by reference to the total hours worked by the Responder in the month or months in which the Responder performed services for both the

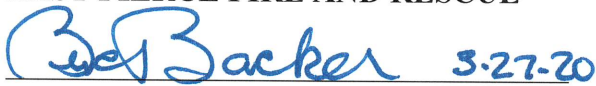
Transferor and the Requesting Agency. The Requesting Agency shall remit the above consideration to the Transferor within one month from when the Shared Response terminates. Any late payments shall accrue a 1% interest charge per month.

13. **Integrated Agreement.** This Agreement is the full and complete understanding of the Parties and there are no other Agreements, either verbal or written, which would alter the terms of this Agreement. The Agreement may be modified or contradicted only by supplemental written Agreement hereafter negotiated and executed by the Parties.
14. **No Third Party Beneficiary.** The provisions of this Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties, and creates no special duty to any person or entity.
15. **Governing Law and Venue.** This Agreement is entered into and shall be governed by the laws of the State of Washington. The venue for any action arising out of this agreement shall be Pierce County Superior Court.
16. **Waiver of Breach.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants and Agreements contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or Agreements which shall all be and remain in full force and effect.
17. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against any of the Parties, their officers, agents, and employees, each party expressly waives its immunity to the other Parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the Parties to this Agreement.
18. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. In addition to these methods of providing notice, either party may also utilize electronic mail. Each party shall include the applicable address for notice below the signature blocks herein.
19. **Termination of Agreement.** Upon ninety (90) days' prior written notice, any party may terminate its participation in this Agreement.
20. **Miscellaneous Provisions.** No agency is created by this Agreement. This Agreement shall be administered by the Fire Chiefs of each party. No property shall exchange hands pursuant to this Agreement, except as absolutely necessary to avert worsening of the subject Emergency. Any property transferred during the performance of this Agreement shall be returned to the transferring party upon termination of this Agreement or by request of the transferring party.

21. **Listing.** This Agreement shall be listed by subject on each party's website.
22. **Shared Facilities.** Any party to this Agreement may share necessary facilities. Unless such sharing is significantly unequal, no reimbursement shall be needed during the emergency.
23. **No Assignment.** No duties imposed by this Agreement may be delegated and none of the rights conferred by this Agreement may be assigned, without consent of all of the Parties hereto, whose consent shall not be unreasonably withheld.
24. **Attorney Review.** All Parties agree that this Agreement should be reviewed by their attorney. If two or more agencies signatory hereto are represented by Quinn and Quinn, P.S., the Parties consent to the dual representation by such firm, if a firm signature is affixed hereto under "approved as to form."

SIGNATORY PARTIES:

EAST PIERCE FIRE AND RESCUE

 3-27-20

Fire Chief Bud Backer

Address for Notice: bbacker@eastpiercefirerescue.org

CENTRAL PIERCE FIRE AND RESCUE

Fire Chief Dan Olson

Address for Notice: dolson@centralpiercefirerescue.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (WEST PIERCE)

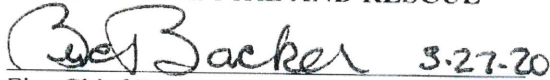
Fire Chief Jim Sharp

Address for Notice: jim.sharp@westpiercefirerescue.org

21. **Listing.** This Agreement shall be listed by subject on each party's website.
22. **Shared Facilities.** Any party to this Agreement may share necessary facilities. Unless such sharing is significantly unequal, no reimbursement shall be needed during the emergency.
23. **No Assignment.** No duties imposed by this Agreement may be delegated and none of the rights conferred by this Agreement may be assigned, without consent of all of the Parties hereto, whose consent shall not be unreasonably withheld.
24. **Attorney Review.** All Parties agree that this Agreement should be reviewed by their attorney. If two or more agencies signatory hereto are represented by Quinn and Quinn, P.S., the Parties consent to the dual representation by such firm, if a firm signature is affixed hereto under "approved as to form."

SIGNATORY PARTIES:

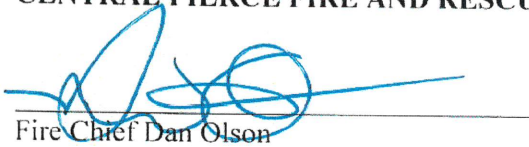
EAST PIERCE FIRE AND RESCUE

 3.27.20

Fire Chief Bud Backer

Address for Notice: bbacker@eastpiercefir.org

CENTRAL PIERCE FIRE AND RESCUE



Fire Chief Dan Olson

Address for Notice: dolson@centralpiercefir.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3 (WEST PIERCE)

Fire Chief Jim Sharp

Address for Notice: jim.sharp@westpierce.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)

Fire Chief Pat Dale

Address for Notice: pdale@grahamfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)

Fire Chief John Burgess

Address for Notice: jburgess@gigharborfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (SOUTH PIERCE)

Fire Chief Richard Curtis

Address for Notice: rcurtis@spfr.org

ORTING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18



Fire Chief Zane Gibson

Address for Notice: zgibson@ovfr.org

KEY PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

Fire Chief Dustin Morrow

Address for Notice: DMorrow@Keypeninsulafire.org

DUPONT FIRE DEPARTMENT

Fire Chief Pat McElligott

Address for Notice: pmcelligott@dupontwa.gov

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)

Fire Chief Pat Dale
Address for Notice: pdale@grahamfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)

Fire Chief John Burgess
Address for Notice: jburgess@gigharborfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (SOUTH PIERCE)

Fire Chief Richard Curtis
Address for Notice: rcurtis@spfr.org

ORTING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18

Fire Chief Zane Gibson
Address for Notice: zgibson@ovfr.org

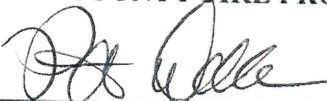
KEY PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

Fire Chief Dustin Morrow
Address for Notice: DMorrow@Keypeninsulafire.org

DUPONT FIRE DEPARTMENT

Fire Chief Pat McElligott
Address for Notice: pmcelligott@dupontwa.gov

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)

 3/31/2020

Fire Chief Pat Dale

Address for Notice: pdale@grahamfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)

Fire Chief John Burgess

Address for Notice: jburgess@gigharborfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (SOUTH PIERCE)

Fire Chief Richard Curtis

Address for Notice: rcurtis@spfr.org

ORTING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18

Fire Chief Zane Gibson

Address for Notice: zgibson@ovfr.org

KEY PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

Fire Chief Dustin Morrow

Address for Notice: DMorrow@Keypeninsulafire.org

DUPONT FIRE DEPARTMENT

Fire Chief Pat McElligott

Address for Notice: pmcelligott@dupontwa.gov

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)

Fire Chief Pat Dale

Address for Notice: pdale@grahamfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)

Fire Chief John Burgess

Address for Notice: jburgess@gigharborfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (SOUTH PIERCE)



Fire Chief Richard Curtis

Address for Notice: rcurtis@spfr.org

ORTING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18

Fire Chief Zane Gibson

Address for Notice: zgibson@ovfr.org

KEY PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

Fire Chief Dustin Morrow

Address for Notice: DMorrow@Keypeninsulafire.org

DUPONT FIRE DEPARTMENT

Fire Chief Pat McElligott

Address for Notice: pmcelligott@dupontwa.gov

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 21 (GRAHAM)

Fire Chief Pat Dale
Address for Notice: pdale@grahamfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE (GIG HARBOR)

Fire Chief John Burgess
Address for Notice: jburgess@gigharborfire.org

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 17 (SOUTH PIERCE)

Fire Chief Richard Curtis
Address for Notice: rcurtis@spfr.org

ORTING VALLEY FIRE & RESCUE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18

Fire Chief Zane Gibson
Address for Notice: zgibson@ovfr.org

KEY PENINSULA FIRE, PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 16

DocuSigned by:

Dustin Morrow

Fire Chief Dustin Morrow
Address for Notice: DMorrow@Keypeninsulafire.org

DUPONT FIRE DEPARTMENT

Fire Chief Pat McElligott
Address for Notice: pmcelligott@dupontwa.gov

APPROVED AS TO FORM:

Quinn and Quinn, P.S.
Eric T. Quinn, Attorney for the Parties