



Gig Harbor Fire & Medic One

RESOLUTION 2023-16
December 12, 2023

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE, GIG HARBOR FIRE AND MEDIC ONE, AS THE LEAD AGENCY UNDER EXHIBIT 24A TO THE PIERCE COUNTY MASTER INTERLOCAL AGREEMENT, DECLARING THE INTERLOCAL AGREEMENT FOR SPECIAL OPERATIONS TERMINATED

WHEREAS, the following fire districts (the “Parties” or singularly as a party) entered into an interlocal agreement (the “PCSORT ILA), attached as Exhibit 24A to the Pierce County Master Interlocal Agreement, for the provision of Special Operations:

1. Pierce County Fire Protection District No. 3 (West Pierce Fire and Rescue)
2. Pierce County Fire Protection District No. 5 (Gig Harbor Fire and Medic One or “GHFMO”)
3. Pierce County Fire Protection District No. 6 (Central Pierce Fire and Rescue)
4. Pierce County Fire Protection District No. 22 (East Pierce Fire and Rescue)

WHEREAS, the Fire Chief of the Lead Agency (hereinafter the “Fire Chief”), subject to ratification by the Board of Fire Commissioners of the Lead Agency, has waived the requirement of one year’s notice to withdraw from the PCSORT ILA and has submitted its own notice of withdrawal from the PCSORT ILA, effective November 22, 2023;

WHEREAS, each party has provided notice to the Lead Agency of its intent to withdraw from the PCSORT ILA effective November 22, 2023;

WHEREAS, the Lead Agency has confirmed that each party has received its proportionate share of remaining PCSORT assets, pursuant to Section 5 of the PSCORT ILA¹; and

WHEREAS, the entities outlined in the recital above desire to terminate the PCSORT ILA.

THEREFORE, the Board of Fire Commissioners (the “Board”) of the Lead Agency **RESOLVES** as follows:

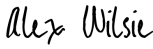
- a. The Board hereby ratifies the Lead Agency Fire Chief’s waiver of the one-year notice requirement prior to withdrawal from the PCSORT ILA.


¹ Said provision states as follows: “If any party withdraws from this agreement at any time, pursuant to the provisions of Article 5, such party shall be entitled to a pro rata reimbursement for their respective share of the assets to which they have contributed, on a depreciated basis, using a 10-year straight line depreciation method. Such reimbursement shall be made within 60 days after the filing of the notice of withdrawal.”


- b. The Board hereby ratifies the Lead Agency Fire Chief's confirmation that each party has received its pro rata reimbursement of their respective share of PCSORT assets in accordance with Section 5 of the PSCORT ILA.
- c. The Lead Agency was the last agency to withdraw from the PSCORT ILA.
- d. The PCSORT ILA is terminated upon adoption of this resolution.
- e. The recitals enumerated above are incorporated herein.
- f. The resolution shall take effect immediately upon its adoption.

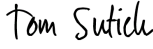
Approved at a regular meeting of the Board of Fire Commissioners, Pierce County Fire District No. 5, this 12th day of December, 2023.


PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 5

DocuSigned by:

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Chairman

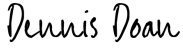
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Commissioner

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Attest:

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District Secretary

INTER-LOCAL AGREEMENT-SPECIAL OPERATIONS
Exhibit 24A to Pierce County Master Inter-local Agreement

THIS INTERLOCAL AGREEMENT is entered into by and between Pierce County Fire Protection Districts 3, 5, 6 and 22. This Inter-local Agreement is intended to be incorporated by reference and included within the overall provisions of the Pierce County Master Inter-local Agreement. This agreement shall be deemed effective upon the date when it has been signed by all parties.

WHEREAS, it will be mutually beneficial to all of the participants to work cooperatively in response to incidents requiring special operations, such as trench rescue, high/low angle rescue, confined space, structural collapse and similar incidents; and

WHEREAS, such cooperative efforts are necessary, as the parties individually may not possess all of the expertise necessary to respond to all such incidents; and

WHEREAS, if the cooperative efforts are successful, the parties will make the special operations team available to other municipal corporations, which are not signatories to this agreement, subject to reimbursement for their costs incurred;

NOW, THEREFORE, it is hereby agreed between the parties:

1. EXHIBIT TO MASTER INTERLOCAL AGREEMENT.

This Inter-local Agreement is entered into in short form as the Agreement is intended to be and become a part of the Master Inter-local Agreement as Exhibit 24A thereto. Therefore, the terms of the Master Inter-local Agreement are deemed to be incorporated herein by this reference.

2. PURPOSE.

The purpose of this Agreement is to provide resources, in the form of personnel and equipment to respond to Special Operations incidents that may entail trench rescue, confined space, high/low angle rescue, structural collapse, and other rescue situations, for which personnel have been trained in conjunction with and pursuant to NFPA and to provide these services, mutually and reciprocally, to the parties that are signatories to this agreement. These parties intend to revoke, supersede and cancel, at least between themselves, the 2008 Special Operations agreement, which is Exhibit 24A to the Master Inter-local Agreement.

Nothing in this Inter-local Agreement is intended to derogate in any way from the power and authority of the Pierce County Sheriff's office with respect to search and rescue activities described in RCW 38.52.400 et seq. Similarly, the parties recognize the authority of the Pierce County Sheriff's office with respect to water rescue and the regulation of watercraft. Special operations personnel shall be considered to be those individuals assigned by signatories to this Agreement to train and respond as part of a consolidated response within the participating jurisdictions to the types of calls listed herein.

3. PROGRAM DELIVERY.

- A. **Pierce County Fire Protection District 5** will serve as the Lead Agency for purposes of this agreement. The Lead Agency will coordinate the fiscal aspects of the agreement, will provide a periodic accounting to the participants, at least quarterly and shall be responsible to insure that adequate liability insurance or other insurance of the operations and/or vehicles is maintained.
- B. The Lead Agency shall file certified copies of this Agreement with the Pierce County Auditor and the Secretary of State pursuant to RCW 39.34.040.
- C. The participants shall pay the Lead Agency a combined \$50 per month for coordination and administration of the program. The Lead Agency shall periodically bill this administrative fee to each of the participating agencies.
- D. All participating agencies agree to comply with the operations policy attached hereto as Addendum A.

4. FUNDING.

Financial contributions for operations will be equal among participants to pay incurred costs, including but not limited to costs relating to training, materials, supplies and equipment, equipment reserves, insurance, etc. used in the operations. The Lead Agency agrees to bill the appropriate Member periodically for that Member's share of all sums described herein and each Member agrees to remit payment to the Lead Agency within sixty (60) days after receipt of such billing.

5. TERMS OF AGREEMENT.

The term of this Agreement shall be one year after the effective date hereof, provided that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The participants agree to review the program shortly before the end of the annual term to determine if changes need to be made. Any participant may terminate their participation during the term of this agreement by providing one year's written notice to the Lead Agency. All outstanding obligations of that participant must be paid before the participation shall be deemed terminated. If any party withdraws from this agreement at any time, pursuant to the provisions of Article 5, such party shall be entitled to a pro rata reimbursement for their respective share of the assets to which they have contributed, on a depreciated basis, using a 10-year straight line depreciation method. Such reimbursement shall be made within 60 days after the filing of the notice of withdrawal.

6. BOARDS – COMPOSITION AND AUTHORITY.

A. **POLICY** - The Lead Agency shall be the administrative authority for operations conducted pursuant to this Agreement. A Policy Board shall be established by the participants and will be composed of two (2) voting representatives or designees from each Member agency, which shall ordinarily consist of one fire commissioner or designee, and one Fire Chief or designee. The Policy Board shall have responsibility for formulating policy, procedures, establishing annual budgets, and acquiring, holding and disposing of personal property. The Policy Board shall meet at least annually to administer this Agreement.

B. **OPERATIONS** - An Operations Board shall also be established to deal with operational policies, guidelines and issues, which all participating agencies agree to comply with. The Operations Board shall also be responsible to manage an annual PCSORT budget. The Operations Board shall consist of one operational level officer from each participant and shall meet as needed. The Operations Board may establish committees as they deem appropriate. All of the participants shall guarantee support by providing representatives to attend scheduled committee meetings and perform assigned committee work

7. OTHER PROVISIONS.

All other provisions of this Inter-local Agreement are contained within the Master Inter-local Agreement and this Agreement shall only supersede provisions of the Master Inter-local Agreement when they are in direct conflict.

8. QUALIFICATIONS/STAFFING.

Each party agrees to provide qualified personnel in the four technical areas, i.e. trench rescue, high/low angle rescue, confined space, and structural collapse. Each party agrees to provide, as essential services, at least one individual qualified in all four technical disciplines (see above) to a "technician" level, on a continuous basis (24 X 7).

9. SERVICE TO OTHERS.

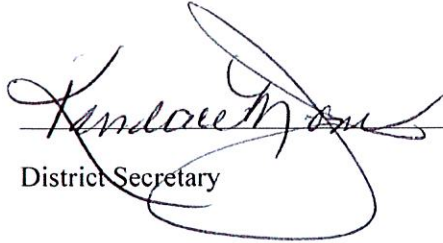
Once this Inter-local Agreement is in effect, and the participants herein are providing Special Operations rescue response to one another, the parties may begin providing these same services to other agencies. However, such services will only be provided, and Special Operations rescue personnel dispatched, to agencies or jurisdictions having an agreement with the Lead Agency for such services, which shall be charged reasonable fees and charges in accordance with the schedule of charges approved annually by the Washington State Association of Fire Chiefs.

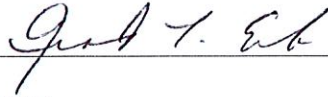
The policy committee may also consider additional inter-local agreements and/or mutual aid agreements with other agencies providing like response services (i.e. – Tacoma Fire Department, JBLM Fire Department, etc.).

The participating parties to the Agreement will individually decide their level of commitment to make their Special Operations equipment and personnel available to any other municipal corporations which are not signatories to this agreement, and which do not wish to become parties to an agreement with the Lead Agency. In such a case, each of these parties reserve their right to enter into a separate Special Operations agreement with the non-signatory agency.


PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3

Attest:


District Secretary


Chairman


Commissioner


Commissioner


Commissioner

Commissioner

Commissioner

LEAD AGENCY: PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5

Attest:



District Secretary



Chairman



Commissioner



Commissioner

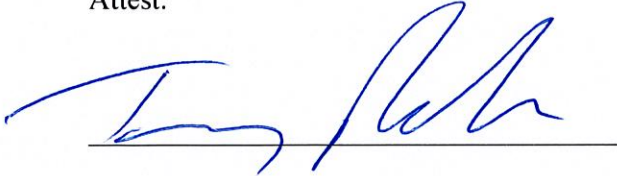


Commissioner

Commissioner

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6

Attest:



District Secretary



Chairman



Commissioner



Commissioner



Commissioner



Commissioner

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22

Attest:

Michele Helton

District Secretary

Chairman

Ronald P. S.

Commissioner

K. J. M.

Commissioner

R. S. W.

Commissioner

Edward M. Egan

Commissioner

Commissioner

Commissioner