

WHEN RECORDED RETURN TO:

City of Pasco, Washington
525 North 3rd
Pasco WA 99301

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PASCO AND THE PORT OF PASCO
FOR AIRCRAFT RESCUE AND FIREFIGHTING SERVICES**

BY THIS INTERLOCAL COOPERATION AGREEMENT entered into this 20th day of April, 2015, between the City of Pasco, a Washington Municipal Corporation, hereafter referred to as "City" and the Port of Pasco, a Washington Municipal Corporation, hereinafter referred to as "Airport" or "Port" as appropriate.

WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, the Parties hereto desire to enter into an agreement for the purpose of staffing, equipping and operating a city/airport fire station at the Tri-Cities Airport, hereinafter referred to as "Airport." Said facility, equipment and personnel will provide Aircraft Rescue and Firefighting (ARFF) services to the airport as well as surrounding areas of the City.

WHEREAS, the Port owns, maintains, and operates the Airport under Chapter 14.08 RCW and is empowered thereby to contract with any political subdivision of the State for the furnishing of fire protection; and

WHEREAS, the City maintains a Fire Department and is able and willing to render aircraft rescue and firefighting services at the Airport upon reasonable terms; and

WHEREAS, the City has provided such services in the past, and will continue to do so at the Port's fire station facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Aircraft Rescue/Firefighting Services. The Port shall provide full access to the existing fire station facility located at the Airport, and the City shall provide for aircraft rescue and firefighting services for the benefit of the Port as provided in the Aircraft Rescue and Firefighting Services Operating Plan, which is attached hereto and incorporated hereinby this reference as

Exhibit A. The Aircraft Rescue and Firefighting Services Operating Plan may be modified and amended by written agreement between the Director of Airport and the City Fire Chief.

The Port recognizes the Fire Chief of the City as the Airport Fire Chief and hereby delegates authority to the Fire Chief to operate the Aircraft Rescue and Firefighting program per the operating plan. Further the Port recognizes that by delegating authority they still maintain responsibility for providing aircraft rescue and firefighting services that comply with FAA part 139 and WAC 296-305, except for those responsibilities undertaken by the City under the aircraft Rescue and Firefighting Services Operating Plan.

2. Service Payments.

A. The Port agrees to pay to the City for services provided under Section 1 above:

(1) For the calendar year the Port shall pay \$663,563 which shall be payable at the rate of \$55,296.92 per month commencing on the 15th day of January 2015, and payable on the 15th day of each month thereafter.

(2) For the calendar year 2016, the Port shall pay \$699,996 which shall be payable at the rate of \$58,333 per month commencing on the 15th day of January 2016, and payable on the 15th day of each month thereafter.

(3) Commencing January 1, 2017, the annual service payment above shall be increased above the 2016 annual rate by the actual costs for personnel as established through collective bargaining for the respective calendar year. During protracted contract negotiations exceeding one year, the annual service payment shall be increased by the Consumer Price Index issued by the US Department of Labor for the West Coast Class B/C Cities. Once contract negotiations are finalized the service payment shall be adjusted to the actual salaries. If the collective bargaining agreement occurs after the first of any new calendar year, the sum shall be revised accordingly and the City reimbursed by the Port for such retroactive payments. The annual payments as determined shall be divided into 12 equal monthly installments an payable on the 15th day of each month during the term.

B. For the period commencing January 1, 2015, and expiring on July 1, 2015, the Port shall be entitled to a "capital contribution credit" in the sum of \$7,289.50 applied against the monthly payments for that period in the amount of \$1,215.00 per month.

3. Provided Equipment and Facilities. The City shall provide the equipment and facilities for the Airport fire station and the provision of fire suppression, emergency medical, hazardous materials and rescue services as required under the Aircraft Rescue and Firefighting Services Operating Plan, attached as Exhibit A.

The Port shall provide the equipment and facilities for the Airport fire station and the provision of aircraft rescue and firefighting services as required under the Aircraft Rescue and Firefighting Services Operating Plan, attached as Exhibit A.

As a part of the Aircraft Rescue and Firefighting Services Operating Plan, each party shall maintain an inventory of all equipment owned by that party having a value in excess of \$5,000. Such equipment identified in the inventory shall remain the property of that party who shall assume full responsibility for its maintenance, repair, and replacement.

4. **Fire Station Utility Costs.** The Port shall provide water, sewer, natural gas, electricity and garbage to the fire station. The City shall reimburse the Port sixty percent (60%) of the sum expended by the Port for said utilities. All other utilities (e.g. telephone, cable) utilized by the City shall be at the City's sole expense.

5. **Term of Agreement.** This Agreement shall commence on the 1st day of January, 2015, for a term of fifty (50) years terminating on December 31, 2065, unless earlier terminated as provided in Section 9 below.

6. **Indemnification and Hold Harmless.** The City agrees that it will protect, save, defend, and hold harmless and indemnify the Port, its employees, volunteers, officers and agents from any and all demand, claims, judgments, or liability for loss or damage arising from the negligent acts or omissions, or intentional damage for injury caused by a City employer, agent, volunteer or officer, except for losses or injuries occurring in whole or in part as a result of the negligence of the Port, its agents, officers, volunteers or employees.

The Port agrees that it will protect, save, defend, and hold harmless and indemnify the City, its employees, volunteers, officers and agents from any and all demand, claims, judgments, or liability for loss or damage arising from the negligent acts or omissions, or intentional damage for injury caused by a Port employee, agent, volunteer or officer, except for losses or injuries occurring in whole or in part as a result of the negligence of the City, its agents, officers, volunteers or employees.

Port shall name the City as an additional insured on its airport liability policy covering the service to be provided by the City to the Port upon the Airport property. Port shall furnish the City proof of such an endorsement within 30 days of the date of this Agreement. In the event the policy of insurance providing such coverage is cancelled or amended substantially limiting the coverage available for the City as an additional insured under the Port's policy, the Port shall provide the City notice within 3 days of the receipt of notice by the Port of such cancellation or modification to the policy. Cancellation or modification of the policy as provided above, shall be cause for early termination of this Agreement by the City as provided in Section 9 below, however, such termination shall not occur prior to the effective date of the cancellation or modification of coverage as described above, and such early termination shall not in any event occur earlier than 90 days from the date of notice to the City of cancellation or modification to the policy.

7. **Waiver of Subrogation.** Port and City hereby mutually release each other from liability and waive all right of recovery against each other for any loss or damage to property from perils insured against under their respective property insurance contracts, including any extended coverage endorsements thereto; provided, that this Section 7 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect of invalidating any insurance coverage of Port or City.

8. **Discrimination Unlawful.** Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

9. **Early Termination.** In the event of default of the terms of this Agreement, either party may cause the early termination of this Agreement for breach of this Agreement upon giving at least thirty (30) days' written notice of default. The notice shall set forth the cause for termination and the compliance period. In the event the default cannot be cured within thirty (30) days, the defaulting party shall be provided a reasonable time within which to cure the default. The Agreement shall be terminated at the end of the compliance period, if the cause for termination has not been cured. PROVIDED, and notwithstanding any other provision herein to the contrary, the City will immediately upon notification commence to cure any default which could result in the loss of the Port's FAA certification and shall complete correction as soon as possible thereafter. Either party may at any time cause this Agreement to terminate without cause upon at least two (2) years' advance written notice to the other party prior to the intended date of termination.

10. **Maintenance and Repair of Airport Station.** The City shall provide all maintenance and repair services reasonably necessary for the proper maintenance of the fire station facility. The Port shall reimburse the City forty percent (40%) of the annual sum expended by the City for said purposes; provided, however, each party shall pay one hundred percent (100%) of any repairs required as a result of negligent acts of its employees, agents, contractors or representatives.

To minimize the cash flow burden on the Port, the Port shall provide the City with an invoice for "utilities" and "maintenance and repairs" on a monthly basis. The City shall pay to the Port sixty percent (60%) of the actual cost.

11. **Equipment Maintenance and Testing.** The City shall provide regular checks, maintenance and certification testing on aircraft rescue and firefighting equipment and apparatus in compliance with WAC 296-305-04507. The Port shall reimburse the City for the cost of all parts and supplies for all preventative maintenance, repair and testing work performed on equipment owned by the Port, and for the entire costs of any repair necessarily performed by a third party on said apparatus to maintain said equipment and apparatus in operational condition.

12. **Training.** The City shall provide the training necessary to meet the goals and objectives of aircraft rescue and firefighting services incident to fire suppression services at the Port's Airport. The Port shall cooperate and support these services by permitting and facilitating practice drills, planning exercises and airport familiarization.

13. **Renegotiation.** This Agreement or any section thereof may be renegotiated by the parties and any agreement as a result of such renegotiation shall be by written amendment to this Agreement and signed by the parties.

14. **Interlocal Cooperation Act Provisions.** All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by the City, shall remain the sole property of the City. All vehicles, equipment, inventory and any improvements thereto and nonfixture

improvements to the premises purchased by the Port, shall remain the sole property of the Port. All personnel utilized by the City in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the City and shall not be construed as “loan servants” or employees of the Port. The City Manager of the City of Pasco, Washington, shall be designated as the Administrator of this Interlocal Agreement.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

A copy of this Agreement shall be filed with the Franklin County Auditor’s office or posted on the City or Port’s website as required by RCW 39.34.040.

15. General Provisions. For the purpose of this Agreement, time is of the essence.

This Agreement is governed, construed and enforced in accordance with the substantive laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, venue shall be placed in Franklin County, Washington, and the prevailing party shall be entitled to its reasonable attorney fees and costs as additional judgment.

In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Manager and Port Manager, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

16. Termination of Former Agreement. All prior Agreements between the parties for aircraft rescue and firefighting services to be provided at the Airport premises are hereby superseded upon the execution of this Agreement and terminated.


17. Responsibility for Actions of Agents, Employees, or Representatives. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the Port for any purpose and vice versa. Each party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or otherwise during the performance of this Agreement except as may be set forth herein.

DATED this 20th day of April, 2015.

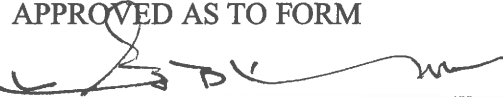
CITY OF PASCO:



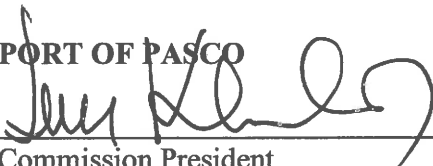
Matt Watkins, Mayor

ATTEST


City Clerk

APPROVED AS TO FORM



Leland Kerr,
City Attorney

PORT OF PASCO


Commission President

ATTEST


Secretary

APPROVED AS TO FORM


Dan F. Hultgren
Attorney for Port of Pasco

Exhibit A

TRI-CITIES AIRPORT LIFE SAFETY OPERATING PLAN

I. GENERAL

The Port of Pasco, hereby referred to as the *PORT* is required to furnish ARFF services in accordance with the applicable sections of the Federal Aviation Administration (FAA) Part 139 and WAC 296.305. The Port contracts for these services with the City of Pasco as defined in the interlocal agreement dated April 20, 2015.

The City of Pasco (City) hereby referred to as *CITY* agrees to provide Aircraft Rescue and Firefighting and other services in accordance with the interlocal agreement dated April 20, 2015 and pursuant to this Operating Agreement, and in compliance with Part 139 and WAC 296-305 and other relevant documents (NFPA, FAA, WAC etc.).

II. PURPOSE

- A. To provide well-supervised, qualified, and professional aircraft rescue and firefighting (ARFF), structural fire suppression, emergency medical, technical rescue, hazardous materials, and incident management services at the Tri-Cities Airport.
- B. To provide aircraft rescue and firefighting services in accordance with FAA Part 139, WAC 296-305, and the applicable sections of NFPA 402, with consideration given to the procedures recommended in FAA Advisory Circulars, International Fire Service Training Association (IFSTA) and the National Fire Protection Association (NFPA).
- C. To maintain quality and responsiveness in the delivery of ARFF and other services.
- D. To identify and delineate the roles and responsibilities of the *PORT* and *CITY* in administration, management and implementation of the interlocal agreement and service delivery.

III. MANAGEMENT AND ADMINISTRATION OF THE TRI-CITIES AIRPORT OPERATING PLAN

The Director of the Tri-Cities Airport and the Fire Chief of the City of Pasco Fire Department mutually agree that services provided as listed above will be organized and provided as described in this plan.

A. Management and Administration of ARFF Program

- 1. Standard practice provides for the designation of an airport Fire Chief. The *CITY* Fire Chief is designated as the airport Fire Chief and delegated the associated roles and responsibilities. The *CITY* Fire Chief will work under the direction of the Director of Airports.

2. ARFF services to the airport will be managed by a qualified chief officer of the *CITY* Fire Department under the direction of the airport Fire Chief. This position will be referred to as the ARFF program manager.
3. Day to day program implementation and shift supervision of *CITY* personnel will be provided by the on-duty shift Battalion Chief as designated by the Fire Chief.

B. Inter-Agency Communications

1. Matters related to modification or interpretation of this agreement should be mutually decided between the Director of Airport and the Airport Fire Chief.
2. Matters related to the management of this agreement will be mutually decided between the Deputy Director of Airports and the ARFF Program Manager, who is designated by the Airport Fire Chief.
3. Matters related to the implementation of this agreement will be mutually decided between the on-duty Shift Battalion Chief or on-duty ARFF Officer and the Deputy Director Airports.
4. Emergent tactical decisions will be made by the on-duty incident commander.

C. Automatic/Mutual Aid Agreements

1. The *CITY* and *PORT* will individually, maintain local automatic/mutual aid agreements/contracts with surrounding cities, Fire Districts and other Non-Profit Corporations (Tri-Cities Hazardous Materials Response Team) for response to major incidents.
2. Franklin County Emergency Management will maintain associated plans/agreements that will at a minimum, define policies, procedures, resources, and personnel information.

D. Emergency/Disaster Planning

1. Emergency Planning is the responsibility of the *PORT* as required under FAA Regulation 139.201, Subpart C. The *CITY* as the provider of ARFF and other emergency services will assist the *PORT* in the emergency planning and related exercise development.

E. Committee Representation

1. *CITY* representation on airport committees may be provided as requested by the *PORT* and will be determined by the Airport Fire Chief.
2. *PORT* representatives may be invited to participate in the testing process of the Fire Captain and Lieutenant positions at the *CITY*.
3. The Deputy Director of Airports may have input into the selection of the ARFF Program Manager.

F. Maintenance of Records

1. The *CITY* will maintain current and past records and documentation of fire prevention, training, and operational activities as required by FAA regulations, *CITY* standard procedures, Fire Department standard operating guidelines, and *PORT* procedures for *CITY* employees. Such records will be made available for periodic inspection as required pursuant to public records legislation.

2. The *CITY* will participate in the periodic inspection and evaluation of the airport and tenant facilities, equipment and operations by the FAA.
3. The *CITY* will maintain records of inspections, maintenance and repairs of *PORT* owned apparatus and equipment.
4. The *PORT* will maintain records of security and required specific training of *CITY* personnel.
5. The *PORT* will maintain records of training provided by the fire department to airport employees and vendors.

G. Safety Inspections and Other Programs

1. Fire Code Enforcement

- i. *CITY* is responsible and authorized to administer and enforce all building and life safety codes as adopted by the *CITY* for all property, businesses, and operations within the jurisdiction. Within the *CITY* inspections are done by staff of the Community and Economic development, inspection services department. Personnel assigned to ARFF will accompany the Building Services Department in code enforcement inspections of airport property and other occupancies located on airport property.

2. Fuel Storage, Handling, and Dispensing

- i. ARFF personnel will inspect all fuel storage, handling, and dispensing facilities as determined, or at least quarterly, for compliance with the Uniform Fire Code and FAA regulations. The *CITY* will work in cooperation with operators of airport fuel storage, handling and dispensing facilities to insure compliance. Fire prevention activities at the airport will be conducted according to the policies and procedure of the *CITY* under the direction of the airport Fire Chief. These activities will be scheduled with the Deputy Director of Airports.
- ii. *CITY* personnel will inspect all aircraft refueler vehicles as necessary and at least quarterly for compliance with the FAA and the Uniform Fire Code requirements.

3. Aircraft Refueler Training

- i. ARFF personnel may at the discretion of the Deputy Director of Airports, and the ARFF Program Manager, provide operating safety and fire prevention classes for aircraft refueler employees of Fixed Base Operators and Refueler Operators. The *PORT* is responsible for all costs, billing and records retention associated with these training classes.
- ii. The classes may be scheduled based upon the availability of resources and time commitments.

4. Airport Employee Safety Training

- i. ARFF personnel may at the discretion of the Deputy Director of Airports and the ARFF Program Manager, provide safety training including, CPR and Fire Extinguisher training classes to airport employees and air carrier or Fixed Based Operators. The *PORT* is responsible for all costs, billing and records retention associated with these training classes.
- ii. The classes may be scheduled based upon the availability of resources and time commitments.

H. Apparatus and Equipment

1. ARFF Apparatus

- i. The *PORT* is responsible for providing the number and type of ARFF apparatus to be operated by *CITY* personnel required by FAR 139.317 for index classification. The apparatus provided will meet the requirements of the latest edition of NFPA 1901 and FAA Advisory Circular # 150/5220-10E and shall include a full complement of ARFF specific equipment, rescue tools, and fire suppression agents. Additionally, the *PORT* will provide one ARFF fire apparatus with at least 1,500 gallon water capacity as a reserve unit.
- ii. The *CITY* is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by the airport, except as specified in this agreement.
- iii. Additional ARFF vehicles and support vehicles may be provided for use on the airport by agreement of the Airport Director and the Airport Fire Chief.

2. ARFF Apparatus Maintenance

- i. In compliance with WAC 296-305-04507, the *CITY* will service, maintain, and repair ARFF apparatus and equipment. Regular apparatus and equipment preventive maintenance, repairs and testing will be completed by certified Emergency Vehicle Technicians or by authorized vendors under contract with the *CITY*.
- ii. The Director of Airports or Deputy Director Airport must provide written approval prior to any purchase or repair made directly by the *CITY* which exceeds \$1000.00.

3. ARFF Apparatus Replacement

- i. The *CITY* and *PORT* will regularly review the serviceability and performance of airport ARFF apparatus during the annual budget development process. The Airport Fire Chief may, at his discretion, discontinue the use of an ARFF apparatus if in the opinion of the ARFF Program Manager, or designee, the vehicle does not meet safety or serviceability standards as defined by Pasco Fire Department Standard Operational Guideline #30-8.2.1 Out of Service Criteria for Apparatus, as attached and incorporated herein by as Exhibit A1

4. ARFF Fire Suppression Agents

- i. Fire suppression agents utilized at the Airport will meet the requirements of FAR Part 139.317 and NFPA 11.
- ii. ARFF fire suppression agents will be purchased through the *PORT* purchasing procedures.
- iii. The *PORT* will be responsible for maintaining vendor contracts for supply and testing.
- iv. The *PORT* will maintain appropriate quantities of each type of agent to satisfy FAA requirements, training, and emergency needs.
- v. Costs for annual foam testing as defined by NFPA 11, section 12.6 shall be borne by the *PORT*.

5. ARFF Personal Protective Equipment (PPE)
 - i. The *PORT* will be responsible for the supply and maintenance of a number of personnel protective firefighting ensembles equal to 15% of the *CITY* fire department line staffing or as agreed to by the Director Airports and the city Fire Chief.
 - ii. Personal protective clothing and equipment will meet, or exceed NFPA standards at the time of purchase.
 - iii. Personal protective ensembles shall include: coat, pants, boots, helmet, gloves, SCBA face piece, and flash-hood.
 - iv. Personal protective equipment shall be maintained in accordance with WAC 296-305 and manufacturer's instructions. *PORT* will be responsible for costs of laundering and repair of designated PPE. *CITY* is responsible for routine inspection.
 - v. *CITY* will be responsible to conduct a PPE hazard risk analysis as required by WAC 296-305 for hazards encountered under this operating plan.
6. Fuel
 - i. *PORT* will provide all fuel for ARFF equipment and apparatus.
7. Firefighting Equipment
 - i. Fire Hose
 - a. The *PORT* will provide sufficient amounts of fire hose to meet the NFPA 1901 and FAR 139.317 compliment for each "in-service" ARFF apparatus.
 - b. The *PORT* will provide a reserve hose inventory that is equal to the full complement of one ARFF apparatus.
 - c. The *CITY* will test all hose annually and maintain records of such testing (see above).
 - ii. Fire Service Ladders
 - a. The *PORT* will provide enough fire service ladders to meet the NFPA 1901 and FAR 139.317 compliment for each "in-service" apparatus.
 - b. The *CITY* will test all fire service ladders annually and maintain records of such testing (see above).
 - iii. Specialized Rescue Equipment
 - a. The port will provide specialized rescue equipment for ARFF operations as defined and or required by the FAA Circular 150/5210-14B and NFPA.
8. Self-Contained Breathing Apparatus (SCBA)

SCBA assembly includes: bottle, harness, pack frame, primary and secondary regulators, hoses and facepiece assembly.

 - i. The *PORT* will maintain an inventory of six SCBA's and six spare SCBA bottles that are compatible with those of the Pasco Fire Department and meeting FAA Circular 150/5210-14B.
 - ii. The *PORT* will pay a proportional fee [annual Southeastern Washington Air Group (SEWAG) assessment to the City of Pasco Fire Department divided by the total number of SCBA contracted multiplied by 6 (to get the cost per SCBA)] to the *CITY* for the annual maintenance and testing of the SCBA.
 - iii. The *CITY* will perform routine inspections and maintenance of the SCBA.

9. Fixed Asset Equipment
 - i. A list of *PORT* provided fixed asset equipment with a value exceeding \$5,000 is provided in Exhibit A2 as attached and incorporated herein by as Exhibit A2 and may be modified as equipment is purchased or excessed.
 - ii. Equipment will be excessed by mutual agreement of the Director of Airports and the Airport Fire Chief.
 - iii. The cost for replacement of aged or end of service life equipment/appliances (not related directly to the ARFF program) shall be borne at a percentage of 60% *CITY* and 40% *PORT*. The cost of replacement for damaged equipment shall be determined by the Director of Airports and the Airport Fire Chief.
10. Consumable Facility Supplies
 - i. The *CITY* will provide all consumable facility supplies utilized at the fire station. Consumable facility supplies are defined as non-controlled expendable items and housekeeping supplies and equipment. The *PORT* shall reimburse the city for 40% of the cost of expendable supplies.

IV. COMMUNICATIONS

A. Fire Communications and Alarm Systems

1. *CITY* will provide for the installation, maintenance, replacement, and upgrading of all alarm, radio, computers, network devices, and communications equipment necessary for *CITY* fire agency resource communications including; dispatch computers, mobile and portable radios, mobile data terminals and pagers in *CITY* owned apparatus. The cost of any equipment and the cost of installation and maintenance for such equipment in *PORT* owned apparatus or fire stations will be paid by the *PORT*.
2. The *CITY* and *PORT* will jointly agree on communications vendors and maintenance technicians in order to assure continuity of communications systems.

B. Airport Specific Communications and Alarm Systems

1. *PORT* will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, and equipment necessary for communications with the Air Traffic Control Tower (ATCT), aircraft, and airport Administration.
2. *PORT* shall provide such communications equipment as required by the *CITY* for *CITY* locations and units used regularly in command or support of ARFF operations at the airport, including but not limited to, Communications Center, command vehicles, and typical first alarm assignment vehicles. *PORT* may, at its discretion, provide such communications equipment as requested by *CITY* for other locations and units providing support to ARFF operations.
3. Use of airport administrative, aircraft, DEF (Discreet Emergency Frequency), and ATCT frequencies by *CITY* must be approved by the airport Fire Chief, Director Airports, or designee, and by the FAA as required by regulation.

C. Airport, City and FAA Radio Procedures

1. CITY, PORT and FAA will establish written operational procedures for routine and emergent radio use. All emergency radio communications will be conducted according to the procedures developed, and in accordance with relevant regulations.
2. FAA Letter of Agreement, as attached and incorporated herein by as Exhibit A3.

V. TRAINING PROGRAMS

A. Minimum Qualifications

1. CITY Personnel assigned to ARFF duty at the airport will meet the minimum qualifications as determined by the Airport Fire Chief in accordance with WAC 296-305 and NFPA 1003. These qualifications will include:
 - i. IFSAC Firefighter 1
 - ii. IFSAC Hazardous Materials Operations
 - iii. Washington State Department of Health EMT-B
 - iv. NFPA 1006 Vehicle and Machinery Rescue – Operations
 - v. ARFF Certification
 - vi. Emergency Vehicle Incident Prevention Certification
 - vii. NWCG Firefighter 2
 - viii. SIDA
 - ix. Airport Movement Endorsement
 - x. NFPA 1006 High and Low Angle Rope Rescue Awareness
 - xi. NFPA 1006 Trench Rescue Awareness
 - xii. NFPA 1006 Confined Space Awareness

B. ARFF Certification (Initial)

1. All CITY personnel in ARFF assignments will meet the minimum training and certification standards of CITY, WAC 296-305-05013, NFPA 402, NFPA 1003 and FAR 139.319.
2. Initial ARFF certification training shall be conducted by a third party agreed upon by the ARFF program manager and the Deputy Director of Airports. The training shall be accredited.
3. The training shall be commensurate with nationally recognized industry standards and identified local needs.
4. PORT will pay for all costs associated with initial ARFF Certification training for a number of individuals as agreed between the Airport Director and the city Fire Chief.

C. Continuing Education/Training

1. PORT will provide the annual live fire re-certification for 25% of the CITY line firefighting personnel.
2. CITY will provide all continuing education required training (except Live Fire Drill) that is required by the authority having jurisdiction.
3. Training will be commensurate with recognized local, regional and national standards and/or best practices.

4. *CITY* will pay for costs of training materials, props, and other associated fees for continuing education training/certifications (except Live Fire Drill).
5. *CITY* will maintain records of all such training. Records may be reviewed by Deputy Director of Airports upon request.
6. *PORT* will provide such specialized training as SIDA, Airport Movement Area Endorsement, etc. as required by *PORT*. Training will be pre-scheduled with the *CITY* ARFF Program Manager.

D. Additional Non-Industry Specific Federal and State Mandated Training

1. In accordance with WAC 296-305-05502 table 2, and City of Pasco Administrative Orders the *CITY* shall provide additional Federal and State mandated applicable non-industry specific training to personnel assigned to ARFF duty.
2. The *PORT* will provide training programs that meet the specific identified needs of the *PORT*. Such training may include, but is not limited to Port of Pasco Policies and Procedures, etc.

E. Training Costs

1. Unanticipated costs for specialized ARFF training or *PORT* mandated training shall be borne by the *PORT*. Unanticipated costs may include manpower costs (including overtime), increases in tuition fees, travel costs, etc.
2. Training costs for classes/courses not identified shall be negotiated between the Airport Fire Chief and the Director of Airport.

VI. RESPONSE TO EMERGENCIES AT THE AIRPORT

A. *CITY* will provide in addition to ARFF specific resources described in this agreement, additional fire, medical, rescue, support, hazardous materials and incident management resources to emergent situations at the airport in accordance with WAC 296-305, NFPA 402, FAR part 139.319 and City of Pasco Standard Operating Guidelines. *CITY* will determine the amount and type of resources required for each situation based upon incident type and complexity needs. However, in no case will an ARFF response be less than that identified in NFPA 402.

1. Fire Suppression

- i. The *CITY* will provide well-qualified and well-trained personnel for response to and suppression of fire emergencies that occur at the Tri-Cities Airport. Such responses may include aircraft, structural, wildland, vehicle and/or other property.
- ii. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.

2. Medical Emergency

- i. The *CITY* will provide well-qualified and well-trained basic and advanced life support personnel for response to medical emergencies that occur at the Tri-Cities Airport.

- ii. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.
- 3. Technical Rescue
 - i. The *CITY* will provide well-qualified and well-trained personnel for response to technical rescue emergencies that occur at the Tri-Cities Airport. Such responses may include confined space, trench, vehicle and machinery, structural collapse, and high and low angle rope rescue.
 - ii. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.
- 4. Incident Support
 - i. The *CITY* will provide well-qualified and well-trained personnel for incident support response to emergencies that occur at the Tri-Cities Airport. Such incident support functions may include logistics, planning, finance and operations. AIRPORT will be responsible for all extraordinary actual costs, utilizing the most current contract service fee formula.
 - ii. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.
- 5. Hazardous Materials
 - i. The *CITY* will provide well-qualified and well-trained personnel for all reported hazardous materials spills on airport. ARFF personnel will take necessary actions to control or mitigate the hazard and standby for responsible party cleanup. *PORT* will be responsible for all actual costs, utilizing the most current contract service fee formula, if a spiller is not identified and provides reimbursement.
 - ii. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.
- 6. Incident Management
 - i. The *CITY* will provide well-qualified and well-trained personnel to fill incident management positions meeting the requirements of the National Incident Management System (NIMS) as required by WAC 296.305 and the FAA for all emergent incidents on the airport. Responses shall be made in accordance with City of Pasco Fire Department Standard Operating Guidelines under the direction of the Airport Fire Chief or his designee.

VII. AIRPORT STATION STAFFING LEVELS

A. ARFF Minimum Staffing

- 1. *CITY* will provide ARFF qualified personnel who will operate out of Fire Station 82 in accordance with the shift staffing level as defined by the Airport Fire Chief. *CITY* will ensure that the staffing required is maintained at all times, except as otherwise may be periodically necessary (due to unforeseen emergencies). Any temporary reduction in normal staffing that affects the certification requirements

as defined by FAR 139.319 requires immediate notification of the Deputy Director of Airports and the Airport Fire Chief. Full staffing as defined by FAR 139.319 will be reinstated as quickly as possible.

- The Airport Fire Chief (with concurrence of the Deputy Director of Airports) will determine specific staffing levels for individual ARFF units pursuant to FAR 139.319, WAC 296-305 and NFPA 402.

B. Regular Daily Staffing

- The following table defines the regular daily staffing levels of *CITY* personnel to Fire Station 82:

Employee Classification	Minimum Skills Qualification
Station Commander	ICT5, EMT, IFSAC FF1, ARFF, HMOps, VMOPs, CSOps, TrOps, NWCGFF1
Station Lieutenant	ICT5, EMT, IFSAC FF1, ARFF, HMOps, VMOPs, CSOps, TrOps, NWCGFF1
Paramedic	EMT-P, HMOps, VMOPs, CSOps, TrOps, NWCG FFII
Firefighter	EMT, HMOps, VMOPs, CSOps, TrOps, NWCG FFII
Firefighter	EMT, HMOps, VMOPs, CSOps, TrOps, NWCG FFII
Firefighter	EMT, HMOps, VMOPs, CSOps, TrOps, NWCG FFII
* Note - Staffing and Skill sets may be increased due to shift staffing levels	
ICT5 = Incident Command Qualification Type 5 Incident	
EMT = WA. State Emergency Medical Technician	
EMT-P = WA. State Emergency Medical Technician - Paramedic	
IFSAC FF1 = International Fire Service Accreditation Committee Firefighter 1	
VMOPs = NFPA 1006 Qualifications in Vehicle and Machinery Rescue Operations	
HMOps = NFPA 472 Qualifications in Hazardous Materials Operations	
CSOps = NFPA 1006 Qualifications in Confined Space Rescue - Operations	
TrOps = NFPA 1006 Qualifications in Trench Rescue - Operations	
NWCG FFII = National Wildland Coordinating Group Qualification Firefighter 2	

C. ARFF Qualified Relief

- In order to provide sufficient personnel to maintain staffing levels in accordance with FAR Part 139.319 and NFPA 403, *PORT* and *CITY* will jointly determine the number of additional *CITY* personnel that will be trained and certified to perform ARFF functions.

D. Extraordinary Operations

- CITY* and *PORT* agree to cooperate in providing additional ARFF personnel to staff relief apparatus during times of extraordinary airport operations. Extraordinary operations may include, but are not limited to temporary increases in airport index, increased security alerts, and others as defined by NFPA 402. An increase in ARFF staffing must be approved by the Airport Fire Chief and Deputy Airport Director or their designees. *PORT* will pay for manpower costs of extraordinary operations.

VIII. INCIDENT COMMAND

- A.** The *CITY* utilizes the National Incident Management System (NIMS) as required by HSPD#5, WAC 296-305, and NFPA 1561, for incident management. The on-scene *CITY* incident commander will have authority and control over an incident until such time as the incident scene is stabilized and declared safe. The *CITY* Incident Commander will establish contact and work in collaboration with the airport authorities and other appropriate responders during incident operations.
- B.** The *PORT* will provide appropriately trained agency representation to the incident command post.
- C.** The *PORT* will provide or approve a Public Information Officer who will serve as the lead media contact for any evolving incident on the airport, and/or any aviation incidents that require ARFF response.

IX. AIRCRAFT REMOVAL/WRECKAGE PRESERVATION

- A.** *CITY* personnel will take reasonable precautions to preserve aircraft wreckage for post incident investigation.
- B.** *PORT* will be responsible for security and removal of aircraft wreckage. The *CITY* will assist the *PORT* as needed and capable.

X. AMENDMENT

It is the intent of the parties, as regulations, standards, operating procedures and laws, the parties may amend this Operating Plan and such amendments shall be effective upon written approval of the Director of the Tri-City Airport and the Fire Chief of the City of Pasco Fire Department, or their designees, and its incorporation as part of this Operating Plan.

XI. DISPUTE RESOLUTION

In the event of a dispute in regards to the amendment, interpretation, or performance of this Operating Agreement, such dispute shall be resolved pursuant to Section 15 of the Interlocal Cooperation Agreement Between the City of Pasco and the Port of Pasco for Aircraft Rescue and Firefighting Services entered into on the ____ day of _____, 2015, and as may thereafter be amended.



City of Pasco Fire Department

STANDARD OPERATING GUIDELINES

Subject: Out of Service Criteria for Apparatus
 Number: 30-8.2.1
 Date Issued: August 5, 2010
 Revised Date: May 27, 2011
 Approved by: _____ Date: _____

PURPOSE

To provide guidance to fire department personnel in placing apparatus out of service. This ensures that fire apparatus and motorized vehicles are safe to operate by identifying a list of major defects that render an apparatus unsafe to operate

SCOPE

This guideline is applicable to all line personnel in the Pasco Fire Department

OBJECTIVE STATEMENT

This guideline is established to provide a foundational basis for determining whether a mechanical deficiency of an apparatus merits an immediate withdraw from service, or whether the unit can be placed into a scheduled maintenance rotation.

RESPONSIBILITIES

The Fire Chief and/or representative is responsible for:

- Ascertaining by observation and/or other means that this guideline is being followed.
- Immediately correcting any deficiency that may occur.

The Shift Commander and/or representative is responsible for:

- Ascertaining by observation and/or other means, that this guideline is being followed.

Company Officers are responsible for:

- Ensuring that all fire personnel are familiar and compliant with this SOG.

GUIDELINES**INSTRUCTIONS FOR DECLARING APPARATUS OUT OF SERVICE**

- A.** The operator of any apparatus or motorized vehicle shall have the authority to place an apparatus or vehicle out of service whenever one or more of the following defects are discovered upon inspection of a vehicle.
1. A failure of the braking system that results in the vehicle being difficult or impossible to stop safely, including any major air system leaks.
 2. A failure of the windshield wipers during inclement weather. (Failure of wipers on a sunny day would not justify placing an apparatus out of service.)
 3. A failure of the headlights or tail-lights during a period of darkness or inclement weather.
 4. A failure of the brake lights at any time.
 5. One or more flat tires.
 6. Tires with cords showing, major bulges or irregularities
 7. The inability to engage or operate the fire pump.
 8. A failure of the hydraulic system or other component that prevents the operation of the aerial device.
 9. Any significant oil leak.
 10. A failure of the power steering system.
 11. Failure of the coolant system that causes leakage or the engine to overheat.
 12. Battery, alternator, or electrical system failure that prevents the vehicle from being started, or results in the discharge of the electrical system.
 13. Any loss of a fan belt.
 14. Failure of the mobile two-way radio if a portable is not available to replace the mobile radio.
 15. Any defect that if not immediately corrected would cause further damage to the apparatus or vehicle, or would endanger the lives of the general public and/or the personnel assigned to the vehicle.
- B.** When an apparatus is placed out of service for any reason the Station Officer and the Shift Commander shall be immediately notified by the best available method. An apparatus and equipment discrepancy report will be completed and faxed to the Department headquarters as soon as possible. Dispatch will be notified. A sign will be placed on the apparatus or vehicle and the on-coming station/shift officer notified in the morning turn-over briefing.
- C.** In the event that a vehicle needs immediate attention (catastrophic failure, towing, etc.), the Shift Commander shall be notified by the most expedient means available. The Shift Commander shall immediately notify City Shops (545-3463 during business hours and 531-9919 after business hours) for instructions. The Shift Commander should provide a brief description of the symptoms or any causal evidence leading to the event to the City Shops.

INVENTORY

This is an inventory of Port and City owned equipment at station 82 with a value exceeding \$5,000.

- 1.
- 2.
- 3.
- 4.
- 5.

This will be completed and updated annually.

Tri Cities Airport Traffic Control Tower, Port of Pasco, and Port of Pasco Aircraft Rescue and Fire Fighting

LETTER OF AGREEMENT

Effective: March 1, 2015

SUBJECT: Aircraft Rescue and Firefighting Communications - Operating Procedures

1. PURPOSE: This agreement establishes operating procedures for direct radio communication between the Port of Pasco Aircraft Rescue and Fire Fighting Incident Commander (ARFF IC), an aircraft flight crew, and the Tri Cities Airport Traffic Control Tower (PSC ATCT).

2. SCOPE: The procedures outlined herein describe the authorization, limitations and use of a Discrete Emergency Frequency (DEF) by air crews, ARFF IC and PSC ATCT during an aircraft emergency. This Letter of Agreement (LOA) is used in conjunction with, and is subordinate to, the Tri Cities ATCT, Pasco Fire Department, Franklin County Emergency Dispatch, and Port of Pasco LOA, Subject: Airport Emergency Service.

3. RESPONSIBILITIES: Each party to this agreement must ensure compliance with the provisions contained herein by personnel under their authority. Initial and recurrent training of involved personnel is also the responsibility of each signatory agency.

4. DEFINITIONS: The following definition applies to procedures outlined below:

- a. **Discrete Emergency Frequency (DEF):** A DEF is a frequency designated for direct communications between the ARFF IC, flight crew, and Air Traffic Control during an aircraft emergency.
- b. **ARFF IC:** The Port of Pasco Fire Department official responsible for communications with Airport Traffic Control and flight crew within the context of this letter of agreement, as designated by Port of Pasco internal procedures.
- c. **Emergency Aircraft Identification (ACID):** The authorized identification of the aircraft experiencing difficulty to which ARFF response has been initiated. Communications to the flight crew of the involved aircraft should normally start with the aircraft identification, i.e., airline company name and flight number, civil registration number, military call sign, etc.

5. PROCEDURES:

a. The Port of Pasco:

(1) Must comply with the communications requirements outlined in LOA, Subject: Airport Emergency Service, using the appropriate control frequency and remaining on such frequency until directed by PSC ATCT to change to the DEF.

(2) The ARFF IC must utilize the call sign "Airport Command."

Tri Cities Airport Traffic Control Tower, Port of Pasco, and Port of Pasco Aircraft Rescue and Fire Fighting

(3) When directed to change frequencies by PSC ATCT, the ARFF IC will utilize the DEF for emergency communications with the flight crew, PSC ATCT and initial response units. *Note: PSC ATCT personnel will use the phraseology: "Airport Command, (ACID) is on (frequency)."*

(4) The ARFF IC may request permission from PSC ATCT to establish direct communications with the flight crew of the emergency aircraft. The ARFF IC must be assigned to the DEF **and** receive direct authorization for its use from PSC ATCT **prior** to transmitting on the frequency.

(5) At no time during direct communication with the emergency aircraft shall the ARFF IC make issue with an ATC instruction or clearance. Communication protocol on the DEF must be maintained in accordance with Federal Aviation Administration Advisory Circular 150/5210-7C.

(6) The ARFF IC must notify the PSC ATCT when the status of the emergency allows the release of the DEF.

b. PSC ATCT:

(1) Once an emergency response has been initiated, the PSC ATCT Watch Supervisor may authorize use of a DEF.

(2) When appropriate, PSC ATCT must:

(a) Advise the ARFF IC and flight crew to change to the assigned DEF.

Phraseology:

"Airport Command, (ACID) is on 135.3."

"(ACID), Airport Command is on 135.3 with transmit and receive capability."

(b) Authorize the ARFF IC to communicate directly with the flight crew of the emergency aircraft.

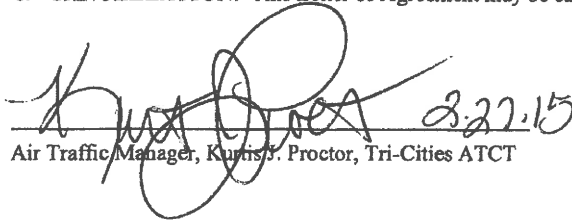
(c) Utilize the DEF to issue control instructions and information to the emergency aircraft flight crew and ARFF response vehicles.

(3) Aircraft/vehicles previously assigned to the DEF, but not involved in the emergency, should normally be assigned another frequency when practical. The ATIS recording must be updated to provide instruction for use of another frequency.

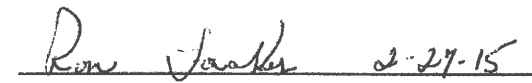
Tri Cities Airport Traffic Control Tower, Port of Pasco, and Port of Pasco Aircraft Rescue and Fire Fighting

(4) When notified by the ARFF IC that the status of the emergency allows the release of the DEF, (*PHRASEOLOGY: "Situation Stabilized."*) PSC ATCT must direct the emergency aircraft and all responding vehicles to return to the appropriate ground control or alternate frequency.

6. CANCELLATION: This Letter of Agreement may be cancelled by either party at any time.

 2-27-15
Air Traffic Manager, Kurns J. Proctor, Tri-Cities ATCT

 2-25-15
Fire Chief, Bob Gear, Pasco Fire Department

 2-27-15
Airport Manager, Ron Foraker, Tri-Cities Airport