

**INTERLOCAL AGREEMENT FOR AUTOMATIC AID**

**BETWEEN**

**THE CITY OF RICHLAND, WASHINGTON**

**AND**

**BENTON COUNTY FIRE PROTECTION DISTRICT 1, WASHINGTON**

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of June, 2010, by and between the City of Richland, Washington, hereafter referred to as the "City" and Benton County Fire Protection District #1 hereinafter referred to as the "District" and collectively referred to as the "Parties." This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

**I. Recitals**

WHEREAS, the City of Richland maintains an organized and equipped fire department and Benton County Fire District #1 is organized and equipped for the benefit of the citizens in its jurisdiction; and

WHEREAS, it is the purpose of the Interlocal Cooperation Act and this Agreement to permit local governmental organizations to make the most efficient use of their resources by enabling them to cooperate with other government agencies on the basis of mutual advantage; thereby providing services and organizing facilities in a manner, pursuant to appropriate forms of governmental organization, which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the citizens of the respective jurisdictions, and of mutual benefit to the delivery of emergency services, if, in some circumstances, the services of one Fire Agency be extended outside corporate limits of that city or district into another; and

WHEREAS, the parties hereto desire to enter into an Automatic Aid response pact, wherein under some circumstances one party will, on a first alarm basis, respond to all emergency incidents within the corporate limits or jurisdiction of the other and conversely the other will in some circumstances respond first to all emergency incidents within the corporate limits of the other city; and

WHEREAS, the parties hereto desire to set forth their rights, duties, and responsibilities with respect to said Automatic Aid response obligations as allowed by State law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the parties hereto agree as follows:

## **II. Terms and Conditions**

Section 1. The District and the City, respectively, shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$5,000,000 each occurrence. The City and District shall each provide the other with a Certificate of Liability Insurance or Evidence of Coverage letter.

### **LIABILITY:**

Each Agency shall be responsible for the wrongful or negligent actions of its employees while performing arising out of the performance of this agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

1. To that end, each Agency promises to hold harmless and release all the other participating Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
2. Nothing herein shall be interpreted to:
  - 2.2 Waive any defense arising out of RCW Title 51.
  - 2.3 Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.
  - 2.4 Cover or require indemnification or payment of any judgment against any individual, agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual, agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal or county district employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 2. The District and City hereunder shall maintain suitable workmen's compensation coverage for its own employees without cost to the other parties to this Agreement, and the District and City shall pay their own personnel, without cost to the other party.

Section 3. Each of the parties hereto shall be fully responsible for all repairs, maintenance, and upkeep of all equipment in use pursuant to this Agreement, while said equipment is used outside of its geographical boundaries, said repair, upkeep and maintenance.

Section 4. It is understood and agreed by and between the parties hereto that every effort should be made to become familiar with each other's equipment and only use and operate equipment that they have been trained on.

Section 5. It is further understood and agreed by and between the parties hereto the District will develop a predetermined Emergency Service Zone(s) (ESZ) station response (beat order) order for the designated areas.

Section 6. It is further understood and agreed by and between the parties hereto that the service mutually agreed to, be rendered pursuant to this Agreement shall be Fire, Rescue, Hazardous Materials, Emergency Medical Services, and other emergency responses to which either party would respond to from time to time.

Section 7. The previous section is subject to the level of commitment to simultaneous emergencies.

Section 8. It is further understood and agreed by and between the parties hereto that, for the purposes of liaison and the administration of this Agreement, there is hereby designated the Fire Chief of each of the parties hereto who shall jointly be responsible for administration of this Agreement.

Section 9. It is understood and agreed by and between the parties hereto that no money payments will be made between the parties hereto, that no charges will be assessed by any party against the other, that each party shall be fully responsible for all of its costs in connection with the administration and performance of this Agreement.

Section 9(a). Separate contracts or agreements for fire protection services for special areas, involving fees, are not covered in this Agreement.

Section 10. It is understood and agreed by and between the parties hereto that every attempt will be made to participate in interdepartmental multi-company training exercises.

Section 11. It is understood that the areas of Automatic Aid response shall be those areas outlined in Attachment A.


Section 12. This agreement shall become effective thirty (30) days after being signed and shall remain in full force and effect for one year from the first date indicated above and shall be automatically renewed from year-to-year by the parties hereto, after an annual review, unless terminated. This Agreement may be terminated by any of the parties after giving notice in writing of its intention to terminate not less than ninety (90) days from or after the date of said notice.

Section 13. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

**CITY OF RICHLAND**

Approved as to Form:

By:   
CYNTHIA JOHNSON, City Manager

  
THOMAS O. LAMPSON, City Attorney

Date: 6/18/10

**BENTON COUNTY FIRE DISTRICT #1**

By:   
GERALD SLEATER, Chair  
Board of Fire Commissioners

Date: 6/15/10

## **Attachment A**

### **SCOPE of PROGRAM**

#### **Automatic Aid between Richland Fire Department and Benton County Fire Protection District #1**

##### **Purpose:**

- A. The purpose of this attachment is to further describe the roles and responsibilities of the parties hereto, regarding the provision of Automatic Aid mutually agreed to as set forth in this Interlocal Agreement between Benton County Fire Protection District #1 (the District) and the City of Richland (the City), Richland Fire Department (the Party).

##### **Goal:**

- A. To provide a service agreement for the county islands referred to as Valley View and four other small areas collectively identified as ESZ 146.

##### **Objectives:**

- A. This program is for the parties to supply joint resources in the areas designated.
- B. This program shall describe the responsibilities of the parties to provide this service to the District.
- C. This program shall further ensure that both parties are aware of the performance expectations and limitations of the service provided.

##### **Outcomes:**

- A. To provide a more efficient and effective response to the citizens within these county pockets.
- B. To provide more efficient use of local fire agencies' resources through collaborative programs.

##### **Program Management Structure:**

###### **A. Program Lifecycle**

- a. As described in the Interlocal Agreement above.
- b. Appendix "A" may be modified and amended through negotiation and mutual agreement prior to November 1<sup>st</sup> of each year.

###### **B. Project Organization**

- a. It shall be the responsibility of the Fire Chiefs of the City and the District to jointly administer the obligations of this program. The Chiefs of the City and District shall meet and confer as a joint board to review the program whenever

requested by either Fire Chief. Such meetings shall take place within twenty (20) days from the date a request is received by either department.

#### C. Roles and Responsibilities

- a. Each jurisdiction is to establish the signature authorities to execute the Agreement.
- b. The City shall supply the first two engines, and a medic unit as determined by the current deployment model for a specific event type, and a Chief Officer as needed. Supersedes Attachment A 1. of the Interlocal Agreement – First Alarm Mutual Aid Agreement dated March 24, 1988 between the parties.
- c. The District shall supply all additional resources required to fill the current deployment model for a specific event type and a Chief Officer.
- d. The District shall assume command of prolonged incidents through a formal transfer of command when the anticipated committed time warrants a transfer of command. This will occur only once an appropriate number of District resources have assembled. City resources will be released as soon as practical.

#### D. Financial Provisions

- a. The Agreement provides for equity through a trade for services, equipment, and manpower.
- b. The District shall provide two engines (Type 2, 3, or 6) to natural cover fire incidents to all areas in the City south of the Yakima River as agreed in Attachment A 2. of the Interlocal Agreement – First Alarm Mutual Aid Agreement dated March 24, 1988 between the parties.
- c. The District agrees to provide equipment and personnel to the City on specific incident types which are currently not recognized as mutual aid resources such as dozers, rehab unit, and a breathable air unit (Cascade).

#### E. Performance

- a. The agency Chiefs shall meet and review the outcomes of the Agreement annually to ensure that agency actions are as efficient and effective as possible and meeting the needs of the parties.

#### F. Constraints

- a. The City shall not be responsible for fire investigations, code enforcement, the maintenance of hydrants, or the handling of citizen's complaints outside of its existing jurisdictional responsibilities in the designated areas of the county.