

**INTERLOCAL AGREEMENT FOR AUTOMATIC AID RESPONSE**  
**BETWEEN**  
**THE CITY OF KENNEWICK, WASHINGTON**  
**THE CITY OF PASCO, WASHINGTON**  
**THE CITY OF RICHLAND, WASHINGTON**  
**BENTON COUNTY FIRE PROTECTION DISTRICT 1, WASHINGTON**  
**BENTON COUNTY FIRE PROTECTION DISTRICT 2, WASHINGTON**  
**AND**  
**BENTON COUNTY FIRE PROTECTION DISTRICT 4, WASHINGTON**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of July, 2009, by and between the City of Kennewick, Washington, the City of Pasco, Washington the City of Richland, Washington, hereafter referred to as the "Cities," Benton County Fire Protection District #1, Benton County Fire Protection District #2, and Benton County Fire Protection District #4 hereinafter referred to as the "Districts" and collectively referred to as the "Fire Agencies." This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

**I. Recitals**

WHEREAS, the Cities of Kennewick, Pasco and Richland maintain organized and equipped fire departments and the Benton County Fire Districts #1, #2 and #4 are organized and equipped, for the benefit of the citizens of their respective jurisdictions; 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 Agreement, wherein under some circumstances, a fire agency will respond automatically to an emergency incident within the corporate limits of another; 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 Districts and the Cities, 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. Each City and District shall 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 Districts and Cities hereunder shall maintain suitable workmen's compensation coverage for its own employees without cost to the other parties to this Agreement, and the Districts and Cities 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 to include gas, oil, lubrication, parts replacement, and repair of casualty damage.

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 they have been trained on.

Section 5. It is further understood and agreed by and between the parties hereto that the deployment of Fire Agency resources will be done following a pre-determined and agreed method utilizing the most current Computer Aided Dispatch (CAD) methodology.

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, and Emergency Medical Services.

Section 7. The availability of resources is dependent on many factors and this Agreement will not bind any party to provide services to another in a manner that causes undue risk to the safety of the citizens of the Cities or the Districts, or the employees of the Fire Agencies. The intent of this Agreement is to increase the overall safety to the citizens of the Cities and the Districts, and the employees of the Fire Agencies, through the pre-planned and coordinated sharing of available resources.

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 delegated the authority to the Fire Chiefs of each of the parties to jointly form an administrative board for carrying out this Agreement. It is also understood and agreed that responsibility may be delegated to agents or employees of the respective fire Agencies to develop and implement deployment plans that meet the intent of this Agreement. Each party to this Agreement shall appoint members to this deployment planning group who are familiar with the process of Computer Aided Dispatch and that each party shall furnish the administrative board, in writing, the names and rank of all participating members.

Section 9. It is further understood and agreed that the most senior firefighter or officer of the first arriving unit will assume command of the incident until relieved by an officer from the jurisdiction having authority. It is recognized that in some situations, an agency may be confronted with an incident for which a more qualified incident commander is

available from another party to this Agreement. In those situations the senior officer from the host jurisdiction may delegate authority to a more qualified individual to command the incident.

Section 10. It is understood and agreed by and between the parties hereto that this Agreement is made with the understanding that no charges will be assessed directly to any of the other parties to this Agreement for services in their primary service area.

Section 11. It is also understood that parties to this Agreement provide services to areas within or adjacent to the jurisdiction in which fees for services are charged (i.e. federal jurisdiction lands). When other parties to this Agreement provide services to those areas, the party responsible for serving those areas agrees to reimburse the other agencies for their services.

Section 12. Refusal to provide services to areas under separate contracts or agreements by a party to this Agreement will not void this Agreement for other areas.

Section 13. Safe and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. To facilitate these needs, the administrative board will delegate responsibility to a training and equipment officer group comprised of members from each of the participating agencies.

Section 14. 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. A fire agency may withdraw from this agreement by providing 90 days written notice of its intent to withdraw to the other fire agencies. If all fire agencies withdraw except one, the agreement is terminated.

Section 15. 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 KENNEWICK**

Approved as to Form:

By: Robert R Hammond  
ROBERT R. HAMMOND, City Manager

Lisa Beaton  
LISA BEATON, City Attorney

Date: 7-14-09

**CITY OF PASCO**

Approved as to Form:

By: [Signature]  
Gary Crutchfield, City Manager

[Signature]  
Lee Kerr, City Attorney

Date: 7-28-09

**CITY OF RICHLAND**

Approved as to Form:

By: Cybele  
CYNTHIA JOHNSON, City Manager

Thomas O. Lampson  
THOMAS O. LAMPSON, City Attorney

Date: 7/2/09

**BENTON COUNTY FIRE DISTRICT #1**

Approved as to Form:

By: [Signature], Chair  
Board of Fire Commissioners

~~[Signature]  
ATTORNEY FOR FIRE DISTRICT #1~~

Date: 7-7-09