

**INTERLOCAL AGREEMENT FOR AUTOMATIC AID RESPONSE
BETWEEN
THE CITY OF KENNEWICK, 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 8th day of October, 2007, by and between the City of Kennewick, 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 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. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of its performance of this Agreement by its personnel only.

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. However, the host agency will retain responsibility for 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: _____

CITY OF RICHLAND

Approved as to Form:

By: Cynthia Johnson
CYNTHIA JOHNSON, City Manager

Thomas O. Lampson
THOMAS O. LAMPSON, City Attorney

Date: 10-3-07

BENTON COUNTY FIRE DISTRICT #1

Approved as to Form:

By: Gerald Sleater
GERALD SLEATER, Chair
Board of Fire Commissioners

D. W. [Signature]
ATTORNEY FOR FIRE DISTRICT #1
Secretary
09-05-07

Date: 9-5-07

BENTON COUNTY FIRE DISTRICT #2

Approved as to Form:

By: Dewayne Smith 9-5-07
~~LEWIS S. ROUSE~~, Chair
Board of Fire Commissioners

Shellie A. Canada
ATTORNEY FOR FIRE DISTRICT #2
Dist. Secretary, Shellie Canada.

Date: 9-5-07

BENTON COUNTY FIRE DISTRICT #4

Approved as to Form:

By: Andrew J. Hill
ANDREW J. HILL, Chair
Board of Fire Commissioners

[Signature]
ATTORNEY FOR FIRE DISTRICT #4
Secretary
CJH
09/14/07