

**INTERLOCAL AGREEMENT FOR AUTOMATIC AID RESPONSE
BETWEEN
THE CITY OF RICHLAND, WASHINGTON
AND
THE CITY OF KENNEWICK, WASHINGTON**

THIS AGREEMENT is made and entered into this 1st day of May, 2007, by and between the CITY OF RICHLAND, WASHINGTON, a municipal corporation, hereinafter referred to as "Richland" and the CITY OF KENNEWICK, WASHINGTON, a municipal corporation, hereinafter referred to as "Kennewick."

I. Recitals

WHEREAS, Richland and Kennewick maintain, for the benefit of the citizens of their respective jurisdictions, organized and equipped fire departments, charged with the duty of fire protection within the jurisdiction limits of each of the above entities; and

WHEREAS, the parties hereto are currently under a mutual aid agreement for greater than first alarm responses and are desirous of enhancing that agreement; and

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the citizens of their respective jurisdictions and of mutual benefit to their fire protection services if, in some circumstances, the services of one fire department be extended outside corporate limits of that city or jurisdiction 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. Richland and the Kennewick respectively shall each provide and maintain a suitable liability insurance policy to protect it from casualty losses by reason of the activities contemplated by this Agreement, and each city shall provide the other with a certificate making the other party to this Agreement an additional insured under said liability policy, to the extent of activities contemplated herein. Each party agrees to

assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only, and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

Section 2. The Cities hereunder shall maintain suitable workmen's compensation coverage for its own paid employees without cost to the other parties to this Agreement, and each City shall pay its own personnel, without cost to the other party, said payroll to include existing employee benefits such as vacation time, retirement benefits, shift arrangements, health and accident insurance, and such other benefits as exist in each City, all without cost to the other.

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 that they have been trained on.

Section 5. It is further understood and agreed by and between the parties hereto the City of Richland Fire & Emergency Services and the City of Kennewick Fire Department will provide a predetermined grid system designating the response area for each party. All of which shall be developed in each City at its own cost.

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 previous section is subject to the level of commitment to simultaneous emergencies. Each party should immediately notify the other in those instances where they are unable to complete their assigned response pattern.

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 Chiefs of each of the parties hereto who shall jointly be responsible for administration of this Agreement. It is also understood and agreed that this responsibility may be delegated to agents or employees of the respective fire departments of the Cities and that each party shall furnish the others, in writing, the names and rank of all participating officers.

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.

Section 9(a). 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 City shall be fully responsible for all of its costs in connection with the administration and performance of this Agreement.

Section 9(b). 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

By


JOHN C. DARRINGTON, City Manager

Approved as to Form:


THOMAS O. LAMPSON, City Attorney

CITY OF KENNEWICK

By


ROBERT R. HAMMOND, City Manager

Approved as to Form:


LISA BEATON, City Attorney

INTERLOCAL AGREEMENT – AUTOMATIC AID

ATTACHMENT A

1. Automatic Aid response by the City of Richland to the City of Kennewick: the City of Richland will provide first alarm response to Kennewick properties east to Columbia Center Boulevard and south along the Northern Pacific Railroad tracks (Emergency Service Zone 637). Also Leslie Road area between I-82, Clodfelter Road, Clearwater Avenue and 10th Avenue (Emergency Service Zone 636).
2. Automatic Aid response by the City of Kennewick to the City of Richland: the City of Kennewick will provide first alarm response to Richland properties west to Brantingham Road, north to the Yakima River, north and east to the Columbia River and south to the city/county line (Emergency Service Zones 721 & 722).