

INTERLOCAL AGREEMENT FOR AUTOMATIC AID RESPONSE
BETWEEN

THE CITY OF KENNEWICK, WASHINGTON

THE CITY OF PASCO, WASHINGTON

THE CITY OF RICHLAND, WASHINGTON

WEST BENTON REGIONAL FIRE AUTHORITY, WASHINGTON

Benton County Public Hospital District No. 1, Washington

BENTON COUNTY FIRE PROTECTION DISTRICT 1, WASHINGTON

BENTON COUNTY FIRE PROTECTION DISTRICT 2, WASHINGTON

BENTON COUNTY FIRE PROTECTION DISTRICT 4, WASHINGTON

BENTON COUNTY FIRE PROTECTION DISTRICT 5, WASHINGTON

BENTON COUNTY FIRE PROTECTION DISTRICT 6, WASHINGTON

FRANKLIN COUNTY FIRE PROTECTION DISTRICT 3, WASHINGTON

AND

WALLA WALLA COUNTY FIRE PROTECTION DISTRICT 5, WASHINGTON

THIS AGREEMENT is made and entered into this 13th day of June, 2015, by and between the City of Kennewick, Washington, the City of Richland, Washington, and the City of Pasco, Washington, hereafter referred to as the "Cities", West Benton Regional Fire Authority (RFA), Benton County Public Hospital District #1, Benton County Fire Protection District #1, Benton County Fire Protection District #2, Benton County Fire Protection District #4, Benton County Fire Protection District #5 Benton County Fire Protection District #6, Franklin County Fire Protection District #3 and Walla Walla County Fire Protection District #5, hereinafter referred to as the "Districts" and collectively referred to as the "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 Districts 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 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 an 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.

LIABILITY:

Each agency shall be responsible for the wrongful or negligent actions of its employees while performing or 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 the 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 that they have been trained on.

Section 5. It is further understood and agreed by and between the parties hereto that the deployment of 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 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 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 or other representatives appointed by the controlling board 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 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 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 (example; 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 after receiving reimbursement from the agency having jurisdiction.

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. 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 15. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated. The administrators of this Agreement shall be the fire chiefs or other representatives appointed by the controlling board of the Agencies.

Section 16. 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.

Section 17. Copies of this Agreement shall be filed with the appropriate County Auditor's Office or posted on the websites of the Agencies.

Section 18. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

CITY OF KENNEWICK

By: Marie S Mosley
MARIE MOSLEY, City Manager

Date: 3/1/16

Approved as to Form:

Lisa Beaton
LISA BEATON, City Attorney

CITY OF PASCO

By: Dave Zabell
DAVE ZABELL, City Manager

Date: 11/2/15

Approved as to Form:

Leland Kerr
LELAND KERR, City Attorney

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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: _____
MARIE MOSLEY, City Manager

LISA BEATON, City Attorney

Date: _____

CITY OF PASCO

Approved as to Form:

By:  _____
DAVE ZABELL, City Manager

 _____
LELAND KERR, City Attorney

Date: 11/2/15

CITY OF RICHLAND

By: Cynthia D. Reents
CYNTHIA D. REENTS
City Manager

Date: 4-22-16

Approved as to Form:

Heather Kintzley
HEATHER KINTZLEY
City Attorney

WEST BENTON RFA

By: _____
MORGAN EVERETT, Chair
Board of Commissioners

Date: _____

Approved as to Form:

Attorney for West Benton RFA

BENTON COUNTY PUBLIC HOSPITAL DISTRICT #1

By: _____
Title: _____
Board of Commissioners

Date: _____

Approved as to Form:

Attorney for Hospital District #1

BENTON COUNTY FIRE DISTRICT #1

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #1

BENTON COUNTY FIRE DISTRICT #2

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #2

CITY OF RICHLAND

By: _____
CYNTHIA JOHNSON, City Manager

Date: _____

Approved as to Form:

HEATHER KINTZLEY,
City Attorney

WEST BENTON RFA

By:  _____
MORGAN EVERETT, Chair
Board of Commissioners

Date: _____

Approved as to Form:

Attorney for West Benton RFA

**BENTON COUNTY PUBLIC HOSPITAL
DISTRICT #1**

By: _____
Title: _____
Board of Commissioners

Date: _____

Approved as to Form:

Attorney for Hospital District #1

BENTON COUNTY FIRE DISTRICT #1

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #1

BENTON COUNTY FIRE DISTRICT #2

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #2

CITY OF RICHLAND

By: _____
CYNTHIA JOHNSON, City Manager

Date: _____

Approved as to Form:

HEATHER KINTZLEY,
City Attorney

WEST BENTON RFA

By: _____
MORGAN EVERETT, Chair
Board of Commissioners

Date: _____

Approved as to Form:

Attorney for West Benton RFA

**BENTON COUNTY PUBLIC HOSPITAL
DISTRICT #1**

By: *[Signature]*
Title: *President*
Board of Commissioners

Date: 1/28/16

Approved as to Form:

[Signature]
Attorney for Hospital District #1

BENTON COUNTY FIRE DISTRICT #1

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #1

BENTON COUNTY FIRE DISTRICT #2

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #2

CITY OF RICHLAND

Approved as to Form:

By: _____
CYNTHIA JOHNSON, City Manager

HEATHER KINTZLEY,
City Attorney

Date: _____

WEST BENTON RFA

Approved as to Form:

By: _____
MORGAN EVERETT, Chair
Board of Commissioners

Attorney for West Benton RFA

Date: _____

BENTON COUNTY PUBLIC HOSPITAL DISTRICT #1

Approved as to Form:

By: _____
Title: _____
Board of Commissioners

Attorney for Hospital District #1

Date: _____

BENTON COUNTY FIRE DISTRICT #1

Approved as to Form:

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Attorney for Fire District #1

Date: 10-20-2015

BENTON COUNTY FIRE DISTRICT #2

Approved as to Form:

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Attorney for Fire District #2

Date: _____

CITY OF RICHLAND

Approved as to Form:

By: _____
CYNTHIA JOHNSON, City Manager

HEATHER KINTZLEY,
City Attorney

Date: _____

WEST BENTON RFA

Approved as to Form:

By: _____
MORGAN EVERETT, Chair
Board of Commissioners

Attorney for West Benton RFA

Date: _____

**BENTON COUNTY PUBLIC HOSPITAL
DISTRICT #1**

Approved as to Form:

By: _____
Title: _____
Board of Commissioners

Attorney for Hospital District #1

Date: _____

BENTON COUNTY FIRE DISTRICT #1

Approved as to Form:

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Attorney for Fire District #1

Date: _____

BENTON COUNTY FIRE DISTRICT #2

Approved as to Form:

By: 
BARRY ORTH, Chair
Board of Fire Commissioners

Attorney for Fire District #2

Date: 10-27-15

BENTON COUNTY FIRE DISTRICT #4

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

Date: 6/13/2016

Approved as to Form:

N/A aJH 6/13/2016
Attorney for Fire District #4

BENTON COUNTY FIRE DISTRICT #5

By: _____
DAN SCHMITT, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #5

BENTON COUNTY FIRE DISTRICT #6

By: _____
HAROLD JUERGENS, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #6

FRANKLIN COUNTY FIRE DISTRICT #3

By: _____
RON SHUCK, Chair
Board of Fire Commissioners

Date: _____

Approved as to Form:

Attorney for Fire District #3

WALLA WALLA COUNTY FIRE DISTRICT #5 Approved as to Form:

By: _____
BRAD LANGDELL, Chair
Board of Fire Commissioners

Date: _____

Attorney for Fire District #5

BENTON COUNTY FIRE DISTRICT #4

Approved as to Form:

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

Attorney for Fire District #4

Date: _____

BENTON COUNTY FIRE DISTRICT #5

Approved as to Form:

By: *Daniel P. Schmitt*
DAN SCHMITT, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #6

Approved as to Form:

By: _____
HAROLD JUERGENS, Chair
Board of Fire Commissioners

Attorney for Fire District #6

Date: _____

FRANKLIN COUNTY FIRE DISTRICT #3

Approved as to Form:

By: _____
RON SHUCK, Chair
Board of Fire Commissioners

Attorney for Fire District #3

Date: _____

WALLA WALLA COUNTY FIRE DISTRICT #5

Approved as to Form:

By: _____
BRAD LANGDELL, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #4

Approved as to Form:

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

Attorney for Fire District #4

Date: _____

BENTON COUNTY FIRE DISTRICT #5

Approved as to Form:

By: _____
DAN SCHMITT, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #6

Approved as to Form:

By: _____
HAROLD JUERGENS, Chair
Board of Fire Commissioners

Attorney for Fire District #6

Date: 12/22/15

FRANKLIN COUNTY FIRE DISTRICT #3

Approved as to Form:

By: _____
RON SHUCK, Chair
Board of Fire Commissioners

Attorney for Fire District #3

Date: _____

WALLA WALLA COUNTY FIRE DISTRICT #5 Approved as to Form:

By: _____
BRAD LANGDELL, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #4

Approved as to Form:

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

Attorney for Fire District #4

Date: _____

BENTON COUNTY FIRE DISTRICT #5

Approved as to Form:

By: _____
DAN SCHMITT, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #6

Approved as to Form:

By: _____
HAROLD JUERGENS, Chair
Board of Fire Commissioners

Attorney for Fire District #6

Date: _____

FRANKLIN COUNTY FIRE DISTRICT #3

Approved as to Form:

By: *Ronald Shuck*
RON SHUCK, Chair
Board of Fire Commissioners

Heidi Ellerd
Attorney for Fire District #3

Date: *3/8/2016*

WALLA WALLA COUNTY FIRE DISTRICT #5 Approved as to Form:

By: *Brad Langdell*
BRAD LANGDELL, Chair
Board of Fire Commissioners

Heidi Ellerd
Attorney for Fire District #5

Date: *10/30/2015*