

**INTERLOCAL AGREEMENT
MUTUAL AID – AUTOMATIC FIRST RESPONSE AGREEMENT**

This agreement is entered into between the City of Buckley, City of Enumclaw, and King County Fire Protection District #28, municipal corporations of the State of Washington.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and RCW 52.12.031(3).

RECITALS

1. Each of the parties owns and maintains apparatus and equipment for the suppression of fire and for the supplying of emergency medical services and responses to other situations/events which are hazardous to property and the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions.

2. Each of the parties is so situated to be capable of providing fire suppression and/or emergency medical services to the other in areas of the other party's jurisdiction.

3. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party in the event of such an emergency.

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other, and in described areas, automatic first response to emergencies.

The parties subject to the terms of this agreement, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

AGREEMENT

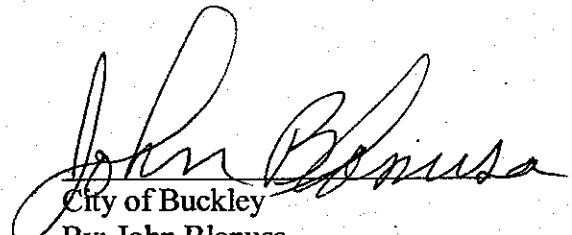
1. Reciprocal Response. The parties agree that they will provide a mutual and reciprocal response as outlined herein. Each of the parties agree to provide fire suppression, emergency medical response and fire investigation at a level of service commensurate to the level provided within their respective jurisdiction, inside of the jurisdiction of each of the other parties to this agreement.

Additionally, on weekdays, Monday thru Friday (inclusive) from 0600 hours to 1700 hours, dispatched residential and commercial structure fire emergency responses may be done on an automatic first response basis.

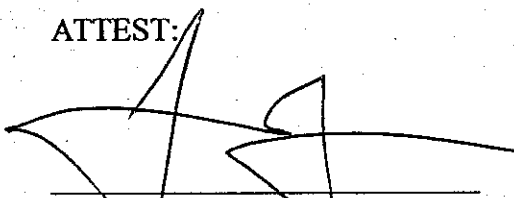
2. Services. The specific apparatus and terms or conditions shall be agreed to between the Chief Officers of the respective jurisdictions.
3. Command Responsibility at Emergency Scene. Command responsibility at the scene rests with the party in whose jurisdiction the incident requiring mutual aid or automatic aid has occurred. The Incident Commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The equipment and personnel of the responding party shall be released from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions warrant.
4. Liability. Each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom as to each party's own actions relating to performance under this agreement.
5. Compensation. Each party agrees that it will not seek compensation for services rendered under this Agreement from the other party; provided, however, that the party requesting assistance shall attempt to obtain financial assistance from federal and state agencies where such assistance is available to reimburse the assisting party for losses or damages incurred in supplying mutual aid under this agreement. Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.
6. Insurance. Each party agrees to maintain adequate Automobile and Commercial General Liability insurance coverage for its own equipment and personnel, covering their operations. Limits of such coverage should be no less than \$1 million combined single limit per occurrence.
7. Pre-emergency Planning/First Response/Run Cards. The command officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate: the types of and locations of potential problem areas where emergency assistance may be needed; the type of equipment that should be dispatched under various possible circumstances. Such plans shall take into consideration and ensure proper protection by the responding party of its own geographical area. The parties may also agree to provide first alarm response service in predetermined areas, as established by the chiefs of the respective parties in a separate letter agreement on operations.

8. Training. In order to assure safety during mutual aid or other joint operations, staff of each party will meet to establish a schedule for cross-training of personnel to facilitate more efficient operation when both agencies are on an operations site. The parties shall endeavor to train together as often as possible.
9. Additional Parties. The parties agree that additional parties, which are eligible municipal corporations, may join this Interlocal Agreement for Mutual Aid subject to written approval. Any proposed amendments or changes to this Interlocal Agreement, however, shall be discussed and agreed upon in writing by those parties signatory to the original agreement.
10. Duration. The duration of this agreement shall be for one year commencing from the date of filing in accordance with paragraph 14 hereof. However, the agreement shall be automatically continued from year to year unless terminated as provided below.
11. Shared Purchasing. Each party may, when preparing requests for price quotations, establishing small works rosters, vendor lists, or calling for sealed bids in accordance with statutory requirements, include provisions requiring the eventual supplier or successful bidder to supply additional quantities of like materials or goods or furnish additional like services to the other parties to this agreement at the same quotation or bid, as permitted by RCW 39.34, the Interlocal Cooperation Act.
12. Termination. This agreement shall remain in full force and effect unless and until terminated as follows:
 - 12.1 Written notice shall be served by any party hereto upon any other party or parties of its intention to terminate this agreement. Such notice shall be served not less than thirty days prior to the termination date set forth therein, and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing.
 - 12.2 Termination of this agreement between parties affected by such notification shall not affect the continuation of the agreement as to any party hereto not indicating an intention to withdraw as provided herein.
 - 12.3 Termination of the relationship effected by this agreement shall not preclude future agreements for mutual aid between the parties terminated hereunder.

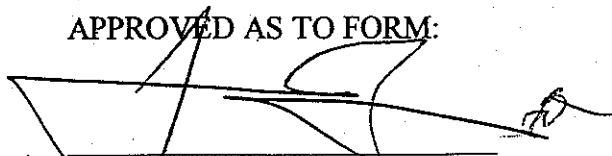
13. Agreement Not Exclusive. This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual aid agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided, that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this agreement.
14. Complete Agreement. This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.
15. Severance. If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and effect.



City of Buckley
By: John Blanus
Mayor
Dated: August 10, 2000

ATTEST:


City of Buckley
By: Tamarah E. Knapp, P.E.
City Administrator
Dated: 8.10.00

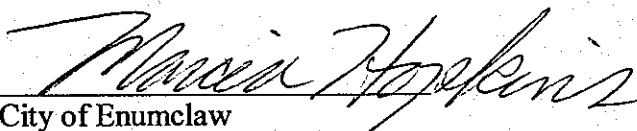
APPROVED AS TO FORM:


City of Buckley
By: Duncan C. Wilson
City Attorney
Dated: 8.10.00



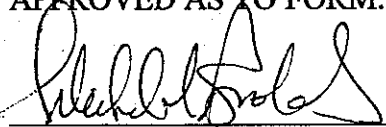
City of Enumclaw
By: George Rossman
Mayor
Dated: 8-29-00

ATTEST:



City of Enumclaw
By: Marcia Hopkins
City Clerk
Dated: 8-29-00

APPROVED AS TO FORM:



City of Enumclaw
By: Michael J. Reynolds
City Attorney
Dated: 8/29/00



King County Fire District No. 28

By: Michael Gleason

Fire Commissioner

Dated: 9-1-2000



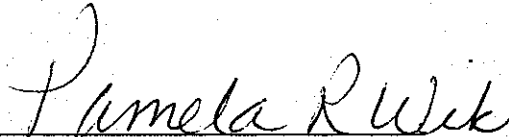
King County Fire District No. 28

By: Ron Predmore

Fire Commissioner

Dated: 9-1-00

ATTEST:

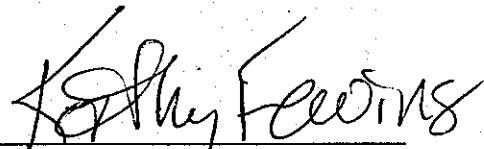


King County Fire District No. 28

By: Pam Wik

District Secretary

Dated: 9-1-00



King County Fire District No. 28

By: Kathy Fewins

Fire Commissioner

Dated: 9-1-00