

**INTERLOCAL AGREEMENT--  
AUTOMATIC FIRST RESPONSE AGREEMENT**

This agreement is entered into between King County Fire Protection District No. 28 and King County Fire Protection District No. 43, 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, including water tenders, for the suppression of fires and for the supplying of emergency medical services and responses to situations/events, which are, or may be, hazardous to 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 district.

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 aid 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:

1. Reciprocal Response. The parties agree that they will provide a mutual and reciprocal response as outlined herein. District 28 will provide a water tender with the necessary and appropriate personnel, within District 43, upon being advised of a structure fire, and District 43 will reciprocate by providing a water tender with the necessary and appropriate personnel, within District 28, upon being advised of a structure fire. This will be accomplished by the Fire Chiefs ordering the dispatch agency to program the computer-aided dispatch accordingly, for specified service areas or zones within the respective districts or within the entire respective districts, provided that both parties recognize that there may be times or circumstances when it may be impossible to provide automatic aid due to the immediate needs of the district from whom response is requested. In such event, each district will endeavor to advise dispatch and the other agency that immediate response may not be possible.

2. Command Responsibility at Emergency Scene. Command responsibility at any emergency scene rests with the party in whose jurisdiction the incident requiring 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.

3. Liability. The parties agree that the department assuming command control at the scene shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities which arise out of command decisions or judgments. Subject to the above, 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.

4. 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 aid under this agreement.

5. 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 \$\_\_\_\_\_ combined single limit per occurrence.

6. Training. In order to assure safety during such joint operations, staff of each party will meet to establish a schedule for 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.

7. Duration. The duration of this agreement shall be for one year commencing from the date of filing. However, the agreement shall be automatically continued from year to year unless terminated as provided below.

8. Shared Purchasing. Each party may, when preparing requests for price quotations, establishing small works rosters, vendors 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 party to this agreement at the same quotation or bid, as permitted by RCW 39.34, the Interlocal Cooperation Act (piggybacking).

9. Termination. This agreement shall remain in full force and effect unless and until terminated as follows:

9.1 Written notice shall be served by any party hereto upon any other party or parties of its intention to terminate the 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.

9.2 Termination of the 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.

9.3 Termination of the relationship effected by this agreement shall not preclude future agreements for mutual aid between the parties terminated hereunder.

10. 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.

11. Filing. As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force, with the district secretary of any participating fire protection district and with the


County Auditor, or as an alternative to filing with the auditor, may be listed by subject on a district's web site or other electronically retrievable public source. For "filing" to be complete, all of the foregoing filings shall be accomplished. An agreement shall be deemed "filed" on the date of the last filing of the foregoing.

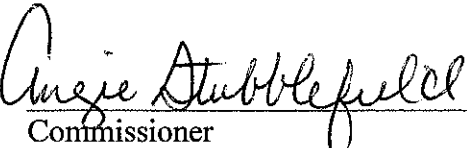
12. Complete Agreement. This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

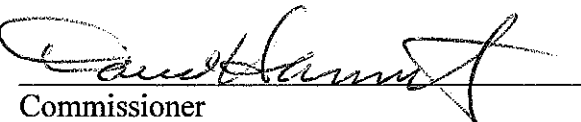
13. No Separate Legal Entity. This Agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking. Therefore, the respective fire chiefs of the two agencies shall serve as a joint board to administer this agreement.

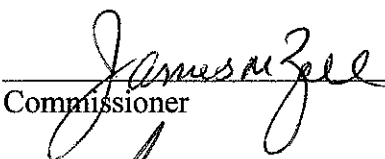
DATED: 11/16/10


KING COUNTY FIRE PROTECTION  
DISTRICT 28

  
Chairman

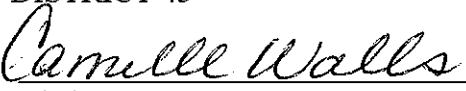
  
Commissioner

  
Commissioner

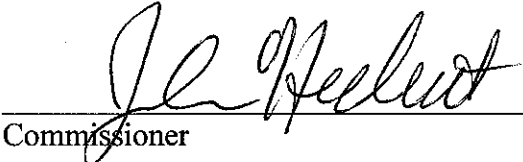
  
Commissioner


  
Commissioner

KING COUNTY FIRE PROTECTION  
DISTRICT 43

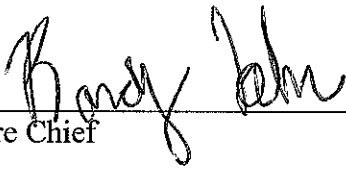
  
Chairman

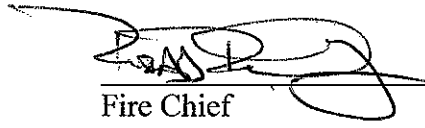
  
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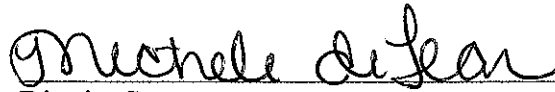
  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Fire Chief

ATTEST:

  
\_\_\_\_\_  
District Secretary

ATTEST:

  
\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for King County  
Fire Protection District No. 28

APPROVED AS TO FORM:

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Attorney for King County  
Fire Protection District No. 43