

COM/19/237



**MARTIN LUTHER KING COUNTY
INTERLOCAL AGREEMENT
FOR AUTOMATIC AID**

PREAMBLE: This Interlocal Cooperation Agreement ("this ILA") is entered into this _____ day of _____, 2018, by and between the undersigned cities and other local government entities of the State of Washington to adopt a "Service First" philosophy to serve the communities of Martin Luther King County (hereinafter "King County") without strict regard to the jurisdictional boundaries of the participating agencies ("the Parties").

WHEREAS, participating Agencies that operate independent Fire Departments within Martin Luther King County by providing fire, rescue and emergency medical services within their respective jurisdictions that exceeds the resources of a single participating Agency; and

WHEREAS, the Fire Departments have found it to be of mutual benefit if the services of each Fire Department are in some limited and predefined circumstances extended outside of the limits of each jurisdiction into the boundaries of the other; and

WHEREAS, the Fire Departments have operated with either automatic or mutual aid agreements for several decades in an effort to assist departments and their respective communities; and

WHEREAS, it is necessary and desirable that the Fire Departments coordinate efforts for the provision of automatic aid on a county wide basis and for purposes of this Agreement; and

WHEREAS, participating Agencies can benefit by combining their resources to train for and respond to All Hazard incidents in any participating Agency's jurisdiction; and

WHEREAS, subject to approval of the local King County Fire Chiefs, other Agencies may participate in this Agreement.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN THESE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION OF AUTOMATIC AID AND OTHER COOPERATION BETWEEN THESE PARTIES, AS FOLLOWS:

1. Authority:

This ILA is executed pursuant to the authority provided by chapter 39.34 RCW, the Interlocal Cooperation Act.

2. Purpose:

The purpose of this ILA is to encourage and foster cooperation across jurisdictional boundaries by all of the participating agencies in King County so that the most efficient response may be achieved to all hazards and incidents, regardless of their origin, and to protect life and property. Such cooperation shall include joint planning, joint training and other related activities by the Martin Luther King County Interlocal Agreement for Automatic Aid



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Parties. This ILA is entered into with intent to create Automatic Aid when an Authority Having Jurisdiction are not available or facing draw down, to allow the closest and most appropriate Fire Department to respond to incidents outside of the responding Fire Department's jurisdictional boundaries. All Participating Agencies agree to respond to any reported All Hazard incident with the appropriate resources into the jurisdiction of any other Fire Department that is a Participating Agency. These responses shall not require any specific request, but shall be automatic upon dispatch by the dispatch center, which shall follow the established dispatch protocols. The Parties all understand and agree that any Agency's ability to render Automatic Aid may be limited due to any concurrent emergency condition within its own jurisdiction and the unavailability of its resources. In such situations, the non-responding Agency should inform dispatch of its temporary limitations and it shall be within that Agency's sole discretion to provide mutual aid at such level of aid it can provide.

3. Definitions:

- "All Hazards" shall mean those natural, human-caused, and technology-caused threats to human life or property. Such hazards include, but are not limited to, fires, medical emergencies, hazardous materials releases, and circumstances requiring rescue of imperiled humans.
- "Apparatus" shall mean any vehicle approved for fire suppression, medical aid, rescue operations or responding to hazardous materials incidents.
- "Automatic Aid" shall mean assistance dispatched automatically by contractual agreement without delay based on computer aided dispatch programmed for "first response" by agreed apparatus.
- "Fire Department" shall mean a municipal, regional, or district authority responsible for fighting fires, rescue operations, providing emergency medical services (EMS) and/or fire prevention for a local jurisdiction.
- "Key Stations" shall mean those stations identified by each Fire Department as key stations for coverage when the local Fire Department or neighboring jurisdictions are facing a drawdown of resources.
- "Move Up Plan" shall mean a system of moving fire apparatus to other stations within any of the three Zones in King County to fill uncovered response areas.



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- "Mutual Aid" shall mean aid provided to another agency upon request, after approval is given by the responding Fire Department, and it is not Automatic Aid.
- "Strike Team" shall mean specified combinations of the same kind or type of resources, with common communications and a Strike Team Leader.
- "Task Force" shall mean a group of resources with common communications; a Task Force Leader may be pre-designated and sent to an incident, or designated at an incident.
- "Zones" shall mean geographic areas within the county. Each Zone has its own dispatch center. Currently the three Zones within King County are identified as 1, 3 and 5.

4. Term/Duration of Agreement:

This ILA shall be effective upon execution by at least two local governments, shall be in effect for one year thereafter, and shall be automatically renewed between such Original Parties for one year terms automatically each year, except for the withdrawal or termination of any party in accordance with Section 5 below.

5. Participating Agencies:

a. All Parties: All Parties that execute this ILA agree by their signatures hereto that this Automatic Aid Agreement shall be the primary Automatic Aid Agreement throughout King County, Washington. By so agreeing, all Parties recognize that this countywide ILA supersedes any prior Automatic Aid Agreement to which they have agreed, unless such an agreement is with a party that is not a party to this ILA.

b. Original Parties: The Original Parties shall be those local governments listed on Exhibit A, and their participation shall be approved by their respective governing bodies or legislative bodies as demonstrated by the signature pages appended hereto immediately after the Exhibit A list.

c. Joining/Additional Parties: Additional Parties, who must be qualified by law to participate in such an ILA pursuant to RCW 39.34, may be added at any time after this ILA is executed. by approval of the Administrative Board (see below).

d. Withdrawal: Any party hereto may withdraw from this ILA by giving at least 60 days prior written notice to the King County Chiefs Association.



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e. Termination: This ILA may be terminated in its entirety by all of the Parties by a two-thirds supermajority of the King County Fire Chiefs at any time. Any party voting in the minority in such vote is entitled to enter into a new Automatic Aid Agreement or Mutual Aid Agreement at any time with any interested local government.

f. Operating Independently/Other MAA or AA agreements: Nothing in this ILA shall prevent or exclude any party hereto from operating independently within their jurisdictional boundaries when an incident does not require mutual aid or automatic aid. Nor shall this ILA preclude participating agencies from entering into separate Automatic Aid Agreements or Mutual Aid Agreements with neighboring agencies.

6. Services Provided:

The Administrative Board shall determine and agree upon the capabilities of each Fire Department to respond to Automatic Aid incidents and especially incidents requiring special equipment. All Participating Agencies shall have resources staffed 24 hours per day, seven days per week, 365 days per year, with staffing levels consistent with agreed upon standards set by the Administrative Board.

All Participating Agencies shall at a minimum maintain the staffing, resources, and equipment that they had available upon the effective date of this ILA or the date upon which such Fire Department was accepted into the ILA. No Agency shall use this agreement to reduce its staffing, resources or equipment, which would have a detrimental effect on other Participating Agencies.

All Participating Agencies agree to comply with national incident reporting practices and to deploy best practices related to incident management and employee training. Standards such as NFPA, King County Model Procedures of local policies shall be used as a guide when establishing best practices. All Participating Agencies agree to establish a countywide Move Up Plan.

This ILA is intended to cover up to the first 12 hours of an applicable incident. After 12 hours has elapsed, the Washington State Mutual Aid Agreement should be deployed for the duration of the incident. The AHJ agrees to initiate the recall of personnel for incidents within two hours of a Responding Agency/Fire Department being deployed into the jurisdictional boundaries of the AHJ to respond to an incident.

7. Financing/Use of Resources:



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Pursuant to this ILA, there shall be no commingling of funds or financial contributions by any Party to the joint or cooperative efforts provided by the Parties under this ILA. Each party agrees to the reasonable use of their resources, including but not limited to personnel, equipment, and different types of apparatus or vehicles, without compensation. This ILA is predicated upon approximately equal sharing and participation in the joint operations of the Parties so that no party, over time, has any advantage or disadvantage as compared to any other party. There shall be no budget, annual or otherwise, available to the Administrative Board and no funds or accounts created for the administration of this ILA.

8. Property/No jointly owned property:

There shall be no purchasing of joint property of any kind, real or personal, by the Parties pursuant to this ILA. The property and resources used by the Parties in performing under this ILA shall be and permanently remain the property and resources of each respective Party. The personnel performing operations under this ILA shall be and permanently remain the employees of the Party who employed them prior to the execution of this ILA and shall not be considered agents of any other party.

9. Administration of Agreement/Governance:

No separate legal entity is created by this ILA. The Administrative Board shall be the King County Chiefs Association, but voting on matters arising under this ILA shall be done in accordance with this ILA by an Administrative Board. Each Zone in King County shall have one vote on such Administrative Board in the governance of this ILA. Each voting member on such Administrative Board shall have been nominated and elected by a majority of the Fire Chiefs in that respective zone. A quorum of such Administrative Board shall consist of all three of the Zone representatives, or their delegees, and unanimity shall be necessary for any binding action of the Administrative Board, **provided** that, in the event of any extraordinary matter coming before such Board, the matter shall be referred to all of the Fire Chiefs of all of the Parties. Examples of extraordinary matters are termination of this ILA and expulsion of any Party from the ILA for good cause. On such extraordinary matters, a supermajority of two-thirds (2/3) of those Fire Chiefs (or delegees) voting shall be required for a motion to be approved. A quorum of such body shall be a majority of all the Fire Chiefs of all the Parties, in order to hold such a vote. If there is no unanimous agreement on the Administrative Board as to whether an issue is an "extraordinary matter" the Administrative Board shall present that question to all of the Fire Chiefs for an advisory vote, and a majority shall be sufficient to so designate a matter as extraordinary. If it is so designated, a decision on the matter shall be reached as set forth above.



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10. Command Responsibility/Authority Having Jurisdiction/NIMS:

Under this ILA, the first arriving officer assumes command and begins the operation as incident commander. The Authority Having Jurisdiction (AHJ) is the agency within whose boundaries the incident occurs. The AHJ retains the right at all times to assume command of the incident, however the highest-ranking officer of the AHJ on scene may choose to have the existing command structure continue operations, or replace the command structure with AHJ personnel as they arrive. The incident commander shall be in command of the operations under which the equipment and personnel sent by any 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 any 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.

11. Dispatch Channels, Radio Frequencies and Common Language

It is necessary for the success of this Agreement that all Agencies are able to fully communicate with one another. All signatories of this Agreement shall ensure that each Fire and/or EMS Agency and associated dispatch center is available to all dispatch and tactical talk groups for each Zone within King County on every portable and mobile radio.

In addition, the parties, or their designees, shall develop and adopt county wide policies regarding the utilization of dispatch and tactical talk groups for active incidents, including when a unit is on a move up assignment outside of their Zone.

12. Resource Numbering

The parties, or their designees, shall utilize a categorization of apparatus available for automatic aid incidents (i.e. Engines, Ladders, Medic, Aid, Rescue Units and Chief Officers) which are, at a minimum, consistent with resource categorizations identified in by FEMA, NFPA, or best practices.

The Fire Departments party to this Agreement further agree to adhere to a county wide numbering system, approved by the King County Fire Chiefs, for all front line and reserve apparatus and equipment. The parties agree to change the numbering of any apparatus or equipment to comply with this numbering system.

13. Indemnity/Liability:



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To the extent permitted by law, each party to this ILA shall protect, defend, indemnify, and hold harmless the other Parties, and their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including death or injuries to persons or damages to property, which arise out of, or any way result from, or due to any negligent acts or omissions of the indemnifying party. **Provided**, however, that if such claims are caused by or result from the concurrent negligence of (a) the indemnifying party and (b) an indemnified party, their employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying party, their employees and/or officers; and **provided further**, that nothing herein shall require a party to hold harmless or defend any other party or its employees and/or officers from any claims arising from such other party's sole negligence or that of its employees and/or officers.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

Each Party shall bear its own costs for any loss, injury, or damage to equipment that is not caused by the negligence of another party to this ILA. No party shall be deemed to be the agent of any other party when performing under this ILA.

14. Insurance:

Each Party shall maintain insurance, or a program of self-insurance, sufficient to be responsive to any liabilities that might arise under this ILA, and each Party shall produce certificates of insurance if and when required by the Administrative Board

15. Applicable Law and Venue:

This ILA shall be governed by and construed pursuant to the laws of the State of Washington. If any litigation is filed between the Parties, or any of them, arising under this ILA, the Parties agree that venue shall be in King County Superior Court.

16. Alternate Dispute Resolution:

Should any dispute arise between the Parties hereto, mediation and arbitration shall be pursued prior to resorting to court litigation. Each party shall bear their own costs of any impartial mediator or arbitrator, but a single neutral person shall be chosen by the parties to the dispute.



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For mediation, the Parties are free to choose any impartial mediator upon whom they may agree. For arbitration, however, the Parties agree to follow the Mandatory Arbitration Rules for King County Superior Court.

17. Entire Agreement:

This ILA contains the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. There are no conditions precedent to the effectiveness of this ILA other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

18. Filing under RCW 39.34.030:

This ILA shall be filed with the King County Auditor, or alternatively, posted or "listed by subject" on the web site of each local agency that is or becomes a Party hereto, and shall be fully effective upon such filings.

19. Counterparts:

This ILA may be signed in counterpart originals. It is not necessary for all parties to execute one original for this ILA to be binding.

20. No Third-Party Beneficiary

The Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.



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SIGNING OF DOCUMENTS:

Name/Title
City of Bellevue

Name/Title
Boeing Fire Department

Name/Title
City of Bothell Fire Department

Name/Title
Burien Fire District #2

Name/Title
City of Kirkland
Tracy Dunlap, Deputy City Manager

Name/Title
City of Mercer Island

Name/Title
City of Redmond

Name/Title
City of Seattle

Name/Title
City of Snoqualmie

Name/Title
City of Tukwila

Name/Title
Duvall Fire District

Name/Title
Eastside Fire & Rescue

Name/Title
Enumclaw Fire District #28

Name/Title
Fall City Fire District

Name/Title
King County Airport



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Name/Title

Maple Valley Fire District

Name/Title

Mountain View Fire District #44

Name/Title

North Highline Fire District

Name/Title

Northshore Fire Department

Name/Title

Port of Seattle Fire Department

Name/Title

Puget Sound Regional Fire Authority

Name/Title

Renton Regional Fire Authority

Name/Title

Shoreline Fire District

Name/Title

Skykomish Fire District

Name/Title

Skyway Fire District

Name/Title

Snoqualmie Pass Fire District

Name/Title

King County Medic One

Name/Title

South King County Fire & Rescue

Name/Title

Valley Regional Fire Authority

Name/Title

Vashon Island Fire District

Name/Title

Woodinville Fire & Rescue