

Intergovernmental Agreement

Mutual Operational Consolidation of Emergency Services

This agreement is entered into by the Town of South Cle Elum Fire Department and City of Cle Elum Fire Department (herein after referred to as the CEFD) located in Kittitas County, Washington and shall supersede any and all previous agreements.

The parties under authority of Chapter 52.12.031 part 3, and 39.34.030 Part 2 of the Revised Code of Washington statutes, desire to enter into an agreement to share their personnel and equipment so as to consolidate the administrative and support functions and services of the two departments to improve public safety within their current service areas.

Now, therefore, in consideration of each party's performance of the covenants, terms and conditions herein as they run to the benefit of the other(s), the parties mutually agree:

Section I

A. Automatic Mutual Aid Response:

The City of Cle Elum and the Town of South Cle Elum shall by this agreement enter into an automatic response mutual aid agreement whereby both departments are simultaneously dispatched to requests for emergency services within the others' jurisdiction and function as a unified fire department. The CEFD fire chief and the Town of South Cle Elum's fire chief shall implement an inter-departmental guideline to ensure responding resources are balanced by staff officers to maintain acceptable levels of emergency coverage for both the Town of South Cle Elum and the City of Cle Elum.

Automatic response coverage by the Town of South Cle Elum Fire Department will be limited to only providing personnel for emergency calls to the City of Cle Elum. The Town of South Cle Elum agrees to provide their fire truck and personnel to designated priority areas for the CEFD as needed. The CEFD may request the assistance of the fire truck and personnel on an "as needed" basis to other emergencies at other locations based on the severity

of the incident at hand for a mutual aid response to ensure the best possible emergency service for the respective communities. These responses outside the above noted areas will be specific in response to lifesaving duties and assistance as outlined in the Kittitas County MCI Plan and existing mutual aid agreements. This limitation does not impact individuals responding in privately owned vehicles.

In addition, whenever the Town of South Cle Elum Fire Department is actively engaging in fighting fire in the above identified areas the CEFD will utilize its move-up procedures whereby other CEFD fire apparatus are positioned in the Cle Elum and South Cle Elum area to fill voids in response coverage. This practice ensures balanced fire and EMS services are available to provide immediate response to other emergency requests.

B. Personnel:

The Fire Chiefs will continue to provide command and direction for all emergency response in a unified command structure whenever feasible. They shall be responsible for assignment and direction of all personnel and apparatus related to Fire, Rescue, and Emergency Medical Services.

C. Facilities and Equipment:

All facilities and equipment resources assigned to Emergency Services from both the CEFD and the Town of South Cle Elum will be utilized and maintained to support the Emergency needs of each agency. Maintenance of the CEFD equipment shall remain the responsibility of the CEFD. The Town of South Cle Elum shall be responsible for the maintenance of their equipment and fire station facility.

D. Transfer of Personnel or Apparatus:

The representative elected bodies (Town of South Cle Elum Council and City of Cle Elum City Council) of each entity will approve any permanent transfer of personnel or apparatus that modifies existing service levels currently experienced by each agency.

E. Apparatus:

By mutual agreement personnel operating equipment affected by this agreement shall be trained in the proper and safe operation of apparatus utilized to support delivery of Emergency Services to the parties of this agreement.

F. EMS Ambulance:

The CEFD shall determine which, if any, EMS ambulance/aid vehicle will be stationed in the Town of South Cle Elum under this agreement.

Section II – Liability Insurance and Indemnification

The Departments, each shall be responsible for the acts of their respective officers, members and employees under this agreement. Each party agrees to maintain liability insurance in the limits required by the Revised Code of Washington Statutes, Section 36.16.138, or have a self-insured program satisfactory to each other.

Town of South Cle Elum Fire Department and CEFD shall mutually defend, indemnify and hold the each other, and each other's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of either party in performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officers, officials, employees, and volunteers, then either party's liability, including the duty and cost to defend, hereunder shall be only to the extent of a party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the both parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section III – Duration

This Agreement shall be effective upon signature acceptance by all parties and remain in effect until terminated by either party. Either party by providing ninety (90) days written notice may terminate this agreement.

Section IV – Compensation

- A.** This agreement is an equitable exchange of services that shall not require monetary compensation from any party to the other.
- B.** Each party to this agreement shall remain responsible for the wages of salary, the costs of workers' compensation and other insurance premiums and benefits, and retirement and other job benefits now provided for any of its employees who are assigned work under this agreement. Members of the South Cle Elum Fire Department electing to have dual membership with the CEFD and meeting minimum training requirements may be eligible to participate in the CEFD training program for volunteers. A higher-ranking officer of one party to the agreement can supervise officers, members or employees of the other party to this agreement. Each party shall bear the costs of transporting its officials, officers, members or employees to and from various work sites as may be assigned to them under this agreement.

Section V – Amendment

This agreement may only be amended upon the mutual written consent of all parties.

Section VI – Default

A party who has cause to believe that another party is in default of any of the terms and conditions of the agreement running to the benefit of the former, shall give the party alleged to be in default notice of same in writing and allow not less than thirty (30) days following notification of such condition that would cause notification to occur. The party receiving

the notice has 30 days to respond to the notice. Failure to respond could be cause for termination of this agreement.

If a party's ability to perform its obligations under this agreement becomes impractical by fact of any relevant legislative act, that party may be relieved of any further rights or obligations under this agreement. The party must give thirty (30) days prior notice in writing of its intent to terminate, which notice shall state its reason with particularity; provided, however, that such party shall not be relieved of its (share of) liability to any third person for an act of the party's officials, officers, members or employees described under paragraph 4 herein occurring at any time before such termination.

City of Cle Elum:

By: Jay McEwan Date: 8-8-17
Mayor, City of Cle Elum

By: Edm 1 Mill Date: 7-31-17
Fire Chief, City of Cle Elum

Town of South Cle Elum:

By: Josh Devere Date: 7/27/17
Mayor, Town of South Cle Elum

By: [Signature] Date: 7/27/17
Fire Chief, Town of South Cle Elum