

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

This agreement is entered into between the Town of Carbonado and Pierce County Fire Protection District No. 22 (East Pierce Fire and Rescue), 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 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 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 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. Pierce County Fire Protection District No. 22 will provide the specified resources within the Town of Carbonado, and the Town of Carbonado will reciprocate by providing the specified resources within Pierce County Fire Protection District No. 22. This may be accomplished by the Fire Chiefs ordering the dispatch agency(s) to program the computer-aided dispatch accordingly, for specified service areas or zones within the respective districts.

2. Services. In consideration for the foregoing, the Town of Carbonado agrees to provide fire suppression services and rescue services within Pierce County Fire Protection District No. 22, with the specific apparatus and terms or conditions to be agreed between the Chief Officers of the respective fire departments. Such services shall include first response to motor vehicle accidents, first response to structure fires, and such other automatic first response to emergencies as the Fire Chiefs shall designate in their discretion.

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


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from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions warrant.

4. 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.

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 aid under this agreement.

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 \$2,000,000 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


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predetermined areas, as established by the fire chiefs of the respective parties in a separate letter agreement on operations.

8. 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.

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

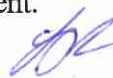

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responsibility herein undertaken unless notice shall be given pursuant to Section 9 of this agreement.

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.

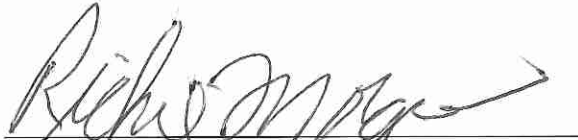


TOWN OF CARBONADO

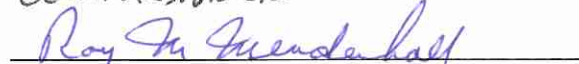
Address: PO Box 91
Carbonado, WA 98323

PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 22

DATED: 11-15-11


Richie E. Morgan, Mayor



COMMISSIONER


Chairman COMMISSIONER


8/10/11
Dated:



Commissioner

ATTEST:



Commissioner


Tricia Tomaszewski, Clerk-Treasurer


Commissioner


Commissioner

APPROVED AS TO FORM:


Loren D. Combs, Town Attorney

ATTEST:


District Secretary

APPROVED AS TO FORM:

see attached sheet
Joseph B. Quinn, WSB #6810
Attorney for Pierce County Fire Protection
District No. 22