

## FIRST RESPONSE AGREEMENT

This agreement is entered into between Klickitat County Fire Protection District No 3 "District" and City of White a municipal corporation of the State of Washington "City".

### RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The District and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. It is the purpose of this agreement to establish an automatic first alarm response system between the parties to this agreement to afford greater fire suppression and emergency services to the District.

### AGREEMENT

The parties, 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. **Fire Dispatch.** The fire chief representing each party, or the chief's authorized representative shall notify Klickitat County Dispatch to tone out or otherwise notify all parties in response to fire alarms received.
2. **Response Procedure.** On receipt of an alarm for a fire response each party to this agreement shall immediately dispatch equipment and personnel to the location of the fire incident, providing the required equipment and personnel are available.
3. **Command Responsibility at Emergency Scene.** Fire command responsibility is vested with the jurisdiction within which the fire has occurred. Nothing, however, shall prohibit a fire officer from another jurisdiction from fulfilling the role of Incident Commander when it is considered to be in the best interest of the operations by the ranking officer from the jurisdiction within which the fire has occurred.
4. **Compensation.** The District shall pay to the City the sum of \$30,000.00 per year payable in semiannual installments on June 30 and November 30 of each year. In addition, in recognition of services received to date, the District shall pay the City the amount of \$15,000.00 prior to December 31, 2010.
5. **Liability.** Each party agrees to assume responsibility for its own negligence or intentional act that occurs or arises in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense,

incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
8. **Term.** This agreement shall be in effect commencing on June 1, 2010 and shall continue through 31 Dec. 2013.
9. **Modification, Termination.**

9.1. **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.

9.2. **Termination by City.** This agreement may be terminated by the City of White Salmon when the city gives notice to the district in writing at least ninety days (90) days prior to its intended withdrawal from this agreement.

9.3. **Termination by District.** The District may terminate this Agreement immediately upon the occurrence of the following events:

In the event the City refuses to allow their fire department to respond for political reasons.

9.3.1. If a portion of the District located in White Salmon's Urban Growth area is annexed into the City of White Salmon and the annexation, in the opinion of the Board of Commissioners, results in a substantial reduction in the tax base of the district which would significantly affect the ability of the district to meet its obligations for providing effective fire protection for the remainder of the district.

9.3.2. In the event the City refuses to allow their fire department to respond for political reasons.

9.3.3. If the City were to annex into the District.

9.3.4. In the event any portion of the District is withdrawn from the District.

9.3.5. If the District determines, in its sole and absolute discretion, that the City is using the contract funds for purposes other than fire protection.

9.3.6. In the event of an un-for-seen situation which, in the opinion of the Board of Commissioners, would prohibit the district from meeting its obligations of this contract and for providing effective fire protection for the district.

10. Miscellaneous

10.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

10.2. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

10.3. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by the District to enable it to perform the services required under this agreement, shall remain the property of the District in the event of the termination of this agreement. All property presently owned or hereafter acquired by the City to enable it to perform the services required under this agreement, shall remain the property of the City in the event of the termination of this agreement.

10.4. **Benefits.** This 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.

10.5. **Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

10.6. **Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either parties websites in accordance with RCW 39.34.040.

CITY OF WHITE SALMON

KLICKITAT COUNTY FIRE PROTECTION DISTRICT NO. 3

By : \_\_\_\_\_

By : \_\_\_\_\_

Commissioner

By : \_\_\_\_\_

Commissioner

Attest:

By : \_\_\_\_\_

Commissioner

\_\_\_\_\_  
City Clerk

Approved as to form:

By : \_\_\_\_\_

Secretary

\_\_\_\_\_  
City Attorney