

## MUTUAL FIRST RESPONSE AGREEMENT

This agreement is entered into between East County Fire & Rescue (Clark County Fire Protection District Number 9) and Skamania County Fire Protection District Number 4.

This agreement is entered into under the authority of RCW 52.12.031.

It is the purpose of this agreement to establish a mutual first alarm response system between the parties to this agreement to afford greater fire suppression services to each of the parties.

The first alarm response service shall apply to pre-determined structures and situations established by the chiefs of the parties pursuant to this agreement.

In consideration of the mutual agreement for exchange of services provided by this agreement, it is agreed as follows:

1. **Run Cards.** The chief of each party, or the chief's authorized representative, shall from time to time mutually establish a series of response run cards. These cards shall determine those alarms to which the other party shall respond on first alarm and on subsequent alarms. The cards shall set forth the following information:

(A) Name, description and location of structure—or—the situation to which response is desired.

(B) Description of equipment and designation of companies to respond to each alarm.

1 **Response Procedure.** On receipt of an alarm covered by a run card, the receiving party, providing the required equipment and personnel are available, shall immediately dispatch the equipment and personnel prescribed by such run card. In the event such equipment and personnel shall not be available, the receiving party shall immediately advise the commanding officer of the requesting party of that fact.

2 **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made 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.

3 **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

4 **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise 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.

5 **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

6 **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party.

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 **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: December 21, 2010

DATED: January 13, 2011.

East County Fire & Rescue  
(Clark County Fire District #9)

Skamania County Fire District #4

BY: *Amy Johnson*  
Chairperson of the Board

BY: *John Young*  
Chairperson of the Board

BY: *Aud Kahl*  
Secretary

BY: *Rhonda S. Carter*  
Secretary



sent 2/1/11