

**INTERLOCAL AGREEMENT –
SPECIAL OPERATIONS RESPONSE TEAM SERVICES**

This agreement is entered into between Pierce County Fire Protection District No. 5, the Lead Agency for the parties to the Interlocal Agreement for Special Operations (hereinafter referred to as “Member Agencies”) and the City of Orting, (hereinafter referred to as “Agency Requesting Service”). The Lead Agency, Member Agencies and the Agency Requesting Service are municipal corporations and/or political subdivisions 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 Member Agencies is a party to the Special Operations Interlocal Agreement, which is Exhibit 24 to the Pierce County Master Interlocal Agreement (MIA). Through that Exhibit 24, the parties agreed to cooperate in the formation, operation and financing of a Special Operations Response Team. The team members are drawn from the ranks of the Member Agencies. They respond to incidents that occur within the jurisdictional boundaries of any of the Member Agencies, including trench rescue, confined space, high/low angle, structural collapse, and other rescue situations.
2. The Member Agencies are now willing and able to provide such special operations response services in other jurisdictions within the region, that have not heretofore become parties to the Interlocal Agreement, so long as they are reimbursed for any costs incurred in providing such response.
3. The Agency Requesting Service does not have the trained personnel within its jurisdiction or otherwise available to it to respond to such incidents.

THE PARTIES TO THIS AGREEMENT, TO CARRY OUT THE PURPOSES AND FUNCTIONS DESCRIBED HEREIN, IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY EACH OF THE PARTIES, AGREE AS FOLLOWS:

1. Purpose.

The purpose of this interlocal agreement is to make the Special Operations Response Team created by the Member Agencies available to other agencies, in consideration for reasonable payment to defray any costs to the Member Agencies, but not for profit.

2. Incident Command.

Incident Command shall be the responsibility of the Agency Requesting Service, unless the Agency Requesting Service relinquishes command to the Special Operations Response Team leader or another agency. The Agency Requesting Service may make its personnel available for traffic control, securing the scene or other assistance, but they shall remain under the command of the incident commander.

3. Term.

This Agreement shall be for a term of one (1) year from the date hereof, provided, that if unforeseen circumstances occur rendering this Agreement impractical or unworkable, either party may cancel this Agreement upon sixty (60) days' prior written notice.

4. Automatic Renewal.

This Agreement shall be automatically renewed annually after the initial term unless notice of termination of this Agreement is given, in writing, to the other party. This notice of non-renewal or termination must be given at least sixty (60) days prior to the end of any term under this Agreement. This notice may be given by either party, without stating any reason.

5. 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.

6. Attorney Review.

All parties agree that this agreement should be reviewed by their attorney. If the Agency Requesting Service is represented by Joseph F. Quinn, the parties consent to the dual representation by such Attorney, as he represented many of the Member Agencies which signed Exhibit 24 to the Master Interlocal Agreement.

7. Filing Requirements.

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. 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.

8. Cost Reimbursement.

The Agency Requesting Service expressly agrees that by executing this interlocal agreement it promises to pay the reasonable costs incurred by the Response Team

or the Member Agencies, pursuant to proper invoice, within 30 days after receipt of invoice, absent extenuating circumstances. Pursuant to Section 8 of the Special Operations Interlocal Agreement (Exhibit 24 to the MIA), the fee schedule shall be the current schedule of fees (adopted annually) by the Washington State Fire Chiefs Association.

9. No Third-Party Beneficiary Contract.

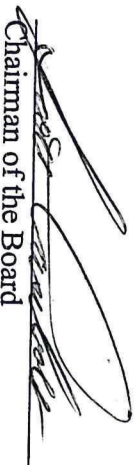
The Provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement or Exhibit 24 to the Master Interlocal Agreement. The agreements between the parties are only intended to create rights and/or obligations as between the signatory parties.

10. Effective Date.

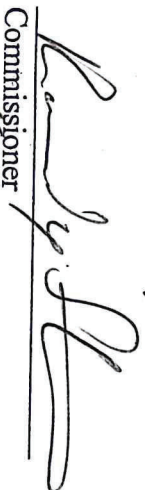
This agreement shall be effective this 10TH day of MARCH 2008.

LEAD AGENCY:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT 5**


Chairman of the Board


Commissioner


Commissioner


Commissioner

Commissioner

Attest:

District Secretary

RS Black

Approved as to form:

JOSEPH F. QUINN, WSB #6810
Attorney for District 5

AGENCY REQUESTING SERVICE:

BY:

Cheryl H. Dimple
Mayor

Cheryl M. Temple

Attest:

Approved as to form:

Attorney for CITY of Orlino