

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ABERDEEN (FIRE DEPARTMENT), THE CITY OF COSMOPOLIS  
(FIRE DEPARTMENT), THE CITY OF HOQUIAM (FIRE DEPARTMENT) AND  
GRAYS HARBOR FIRE DISTRICT NO. 2  
AUTOMATIC RESPONSE  
FOR STRUCTURE FIRES**

**THIS AGREEMENT** is made and entered into between the CITY OF ABERDEEN (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Aberdeen”), the CITY OF COSMOPOLIS (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Cosmopolis”), CITY OF HOQUIAM (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Hoquiam”) and GRAYS HARBOR FIRE DISTRICT NO. 2, a special purpose district in the State of Washington (hereinafter referred to a DISTRCT No. 2).

**WHEREAS**, structure fires represent a significant and unique threat to life safety of residents and responders, and higher incidence of property damages than other types of fires; and,

**WHEREAS**, it is common practice in all four communities to request assistance under existing agreements from the other in responding to structure fires; and,

**WHEREAS**, all parties recognize the value to residents and the responders to have simultaneous dispatch of fire departments; and,

**WHEREAS**, the agencies currently participate in cooperative efforts, and work closely together to maintain public safety in the region in a mutual aid relationship; and,

**NOW THEREFORE**, in consideration of their mutual covenants, conditions, and promises, the parties hereby agree as follows:

- 1. PRIOR AGREEMENTS.** This Agreement supersedes the following agreements:
  - a) 2021 Interlocal agreement interlocal agreement between The City of Aberdeen (fire department) and the City of Hoquiam (fire department) for Automatic response for structure fires.
  - b) 2023 Interlocal agreement interlocal agreement between The City of Aberdeen (fire department) and Grays Harbor Fire District No. 2 for Automatic response for structure fires.
- 2. TERM.** This Agreement shall take effect upon execution by all parties, and shall continue until otherwise terminated as set forth below.
- 3. COMPENSATION.** All parties find that it is in their mutual benefit, and that it serves the public interest and life safety, to provide the most efficient dispatch of fire responders to battle

structure fires. Therefore, each agency shall bear the cost of their own department employees and infrastructure while meeting the Scope of Services described in Section 4 of this Agreement.

**4. SCOPE OF SERVICES – Automatic Dispatch for Structure Fires.** In consideration of the increased risk to life safety and property damage presented by structure fires, and the public good effected by prompt responses to structure fires particularly:

4.1 Grays Harbor Communication E-911 Center (“GHCC”), in its role of administering dispatch of emergency response including fire response, shall be directed to automatically dispatch apparatus and personnel for all confirmed structure fires within the dispatch area of the Jurisdictional response areas as follows:

4.1.1 Structure Fire in Aberdeen’s Jurisdiction:

- a) Cosmopolis will be dispatched as part of the initial response to structure fires in Aberdeen.
- b) Hoquiam will be dispatched to the initial response and second alarm activations for structure fires in Aberdeen.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Aberdeen.

4.1.2 Structure Fire in Cosmopolis’s Jurisdiction:

- a) Aberdeen will be dispatched to the initial response and second alarm activations for structure fires in Cosmopolis.
- b) Hoquiam will be dispatched as part of a second alarm activation for structure fires in Cosmopolis.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Cosmopolis.

4.1.3 Structure Fires in Hoquiam’s Jurisdiction:

- a) Aberdeen will be dispatched to the initial response and second alarm activations for structure fires in Hoquiam.
- b) Cosmopolis will be dispatched as part of a second alarm activation for structure fires in Hoquiam.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Hoquiam.

4.1.4 Structure Fires in District No. 2's Jurisdiction:

- a) Aberdeen will be dispatched as part of the initial response to structure fires in District No. 2's zones 2F001 (Central Park), 2F002 (East Aberdeen East) and 2F008 (Clemons Hill).
- b) Cosmopolis will be dispatched as part of the initial response to structure fires in District No. 2's zones 2F009 (Melbourne), 2F011 (South Montesano).
- c) Hoquiam will be dispatched as part of a second alarm activation for structure fires in District No. 2's zones 2F001 (Central Park), 2F002 (East Aberdeen East) and 2F008 (Clemons Hill).

4.2 Rendering assistance outside any of the parties' usual dispatch area under this Agreement is not mandatory. If for any reason an automatic response is not possible, the unavailable agency shall immediately notify GHCC of that fact.

4.3 The Incident Commander ("IC") of the Jurisdiction in which the structure fire is located shall assume full charge of the operation and maintain such throughout the incident. The IC may request a command officer from another responding Jurisdiction to assume command during the incident but shall not thereby be relieved of his or her operational responsibility.

4.4 Administration from each agency shall meet and confer as soon as practicable after execution of this Agreement to develop detailed procedures to implement its terms. They shall thereafter meet regularly to update procedures based on lessons learned during the course of this Agreement.

4.5 Participation in the Agreement does not limit or restrict parties from requesting additional assistance of provisions of any other existing or future Mutual Aid Firefighting Agreements.

4.6 Each party to this Agreement shall designate an individual (an "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement.

**5. NO OBLIGATION.** The execution of this Agreement shall not create any duty to respond on the part of any party. A party shall not be held liable for failing to provide or assist in providing emergency assistance as requested under the terms of this Agreement. A Party has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring liability.

**6. INDEMNIFICATION AND HOLD HARMLESS.** A jurisdiction seeking assistance shall indemnify, defend, and hold harmless the responding agencies, their agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the jurisdiction requesting assistance, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the responding party, its agents, or employees caused or contributed thereto.

**7. INSURANCE.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party. Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations.

**8. NO JOINT VENTURE.** Nothing contained in this Agreement shall be constructed as creating any type or manner of partnership, joint venture, or other joint enterprises between the Parties. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit. The parties do not intend to finance this Agreement, nor acquire property. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of a responding jurisdiction the employee of the requesting jurisdiction, for any purpose, including, but not limited to withholding of taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either city's employee by virtue of their employment.

**9. BUDGET REDUCTIONS.** The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e., loss of sales tax) and/or local government mandates may substantially reduce operating revenue of the Parties. If such an event occurs, the parties acknowledge that they may become less capable of providing assistance under this Agreement and agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

**10. COMPLIANCE WITH LAWS.** Each party, in performance of this agreement agrees to comply with all applicable Federal, State, and local laws or ordinances, including Federal and State nondiscrimination statutes and regulations, labor laws, standards for licensing, certification, and operation of facilities, programs, and accreditation and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

**11. TERMINATION.** Parties has the right to immediately terminate this agreement by providing ninety (90) days written notice to the other parties either delivered personally or mailed postage pre-paid by certified mail, return receipt requested to the addresses listed below. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of the Agreement prior to the effective date of termination.

Aberdeen Fire Department  
ATTN: Fire Chief  
700 W. Market Street  
Aberdeen, WA 98520

Cosmopolis Fire Department  
ATTN: Fire Chief  
P.O. Box 2011  
Cosmopolis, WA 98537

Hoquiam Fire Department  
ATTN: Fire Chief  
625 8<sup>th</sup> Street  
Hoquiam, WA 98550

Grays Harbor Fire District No. 2  
ATTN: Fire Chief  
6317 Olympic Hwy.  
Aberdeen, WA 98520

**12. SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**13. ASSIGNABILITY.** The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**14. NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

**15. ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by all parties.

**16. FILING.** Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective or, alternatively, posted on the website of each party.

**IN WITNESS WHEREOF,** the parties execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CITY OF ABERDEEN**

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Pete Schave, Mayor

**Attest:**

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Rebecca Anderson, Deputy Clerk

**Approved as to form:**

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Hillary J. Evans, Corporation Counsel

**CITY OF HOQUIAM**

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Ben Winkelman, Mayor

**Attest:**

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Corrine Schmid, Finance Director

**Approved as to form:**

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Steve Johnson, CITY ATTORNEY

**CITY OF COSMOPOLIS**

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Kyle Pauly, Mayor

**Attest:**

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Julie Pope, Finance Director

**Approved as to form:**

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Steve Johnson, CITY ATTORNEY

**GRAYS HARBOR FIRE DISTRICT 2**

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Dale Hensley, Fire Commissioner

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Dave Everitt, Fire Commissioner

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Raymond Winter, Fire Commissioner