

INTERLOCAL AGREEMENT – RECIPROCITY OF EMS LEVY TRANSPORT PROGRAM/MEMBERSHIP PROGRAM-MUTUAL AID RESPONSES

**THIS AGREEMENT** is made by and between Pierce County Fire Protection Districts 17 and 21 (herein collectively referred to as “the Districts”) to summarize their agreement to reciprocally recognize each other’s EMS membership/transport programs, whereby district residents and taxpayers are deemed to have paid for EMS services rendered by virtue of paying their property taxes.

**WHEREAS**, both of the Districts have established EMS membership/transport programs, by Board resolution, so that qualified members (residents and taxpayers) are not charged for the uninsured portion of their EMS charges for services rendered because of their prior payment of property taxes; and

**WHEREAS**, each of the Districts regularly experiences District residents or taxpayers being served by the other district and being charged for EMS services, when the respective departments respond to mutual aid calls in the other party’s jurisdiction;

**NOW THEREFORE IT IS HEREBY AGREED BY THE DISTRICTS AS FOLLOWS:**

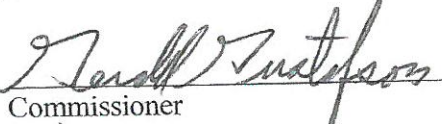
1. Purpose. The purpose of this agreement is to recognize that both of the Districts often respond on mutual aid EMS calls within the boundaries of the other district. Such citizens and members will be provided EMS services by the responding district on mutual aid calls in the same manner as if they were residents of such responding district, and charged accordingly. However, so that such residents and taxpayers will enjoy the benefits of their respective districts’ membership/transport programs to the fullest, each of the Districts agrees that uninsured portions of any invoices will be waived for such members on such mutual aid calls.
2. Program Review. The Districts agree to review this agreement and EMS statistics regularly, to ascertain whether the agreement is working fairly, and to the benefit of both Districts and their respective citizens, residents and taxpayers.
3. Attorney Review. Both parties agree that this agreement should be reviewed by an attorney. Both parties consent to the dual representation by Joseph F. Quinn, as he represents both agencies that are signatory to this agreement.

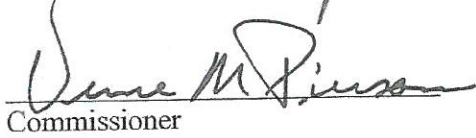
Executed by the Districts, this 23rd day of October, 2008.

**NOTHING FURTHER ON THIS PAGE**


PIERCE COUNTY FIRE  
PROTECTION DISTRICT 21

  
Chairman

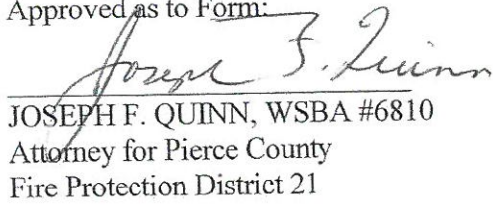
  
Commissioner

  
Commissioner

Attest:

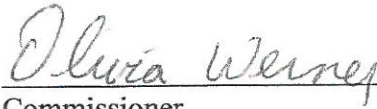
  
Secretary


Approved as to Form:


  
JOSEPH F. QUINN, WSBA #6810  
Attorney for Pierce County  
Fire Protection District 21

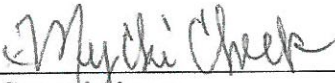
**PIERCE COUNTY FIRE  
PROTECTION DISTRICT 17**

  
Chairman


  
Commissioner

  
Commissioner


  
Commissioner

  
Commissioner

Attest

  
District Secretary

Approved as to Form

  
JOSEPH F. QUINN, WSBA #6810  
Attorney for Pierce County  
Fire Protection District 17