

AUTOMATIC JOINT RESPONSE AGREEMENT

1. Parties. This agreement is made and entered into by and between the following Parties: the City of Centralia (City), Washington, a municipal corporation, and Lewis County Fire District 12 (LCFD 12), a municipal corporation in Lewis County, Washington.

2. Recitals. Whereas, the City and LCFD 12 have determined that it is in the best interests of each of the municipal corporations to establish a joint undertaking to cooperatively provide fire suppression services and emergency response services in both jurisdictions of the municipalities with less regard for jurisdictional borders, and more emphasis on closest unit response operations;

Whereas, the City and LCFD 12 believe that the health, safety, and welfare of the people within their service areas will be enhanced if the Parties enter into this agreement;

Now, therefore, in consideration of the mutual covenants and warranties contained herein, the Parties agree as follows:

3. Authority. The Parties enter into this agreement pursuant to the authority vested in them under applicable Washington law, including, but not limited to RCW 35.84.040, RCW 35A.11.040, RCW 39.34, RCW 52.12.031, and RCW 52.12.111.

4. Duration. This agreement shall be effective upon execution by the Parties, and shall continue to be effective until it is mutually terminated by the Parties. In addition, a party may unilaterally terminate this agreement by providing written notice to the other party. Such termination shall become effective one year after written notice has been provided to the other party.

5. Entity Status. This agreement shall not create a corporation, a partnership, a limited liability company, or any other separate legal or administrative entity.

6. Purpose. The purpose of this agreement is to establish a joint undertaking to cooperatively provide fire suppression services and emergency response services in both jurisdictions of the municipalities.

7. Automatic Joint Response. The Parties agree to cooperatively provide fire suppression services and emergency response services in both jurisdictions of the municipalities with less regard for jurisdictional borders, and more emphasis on closest unit response operations.

8. Area of Response. The Fire Chiefs of the Parties shall develop a cooperative response plan that specifies the geographic areas and response directives for incidents that involve fire suppression and emergency response services. Upon approval of the cooperative response plan, the Joint Board shall adopt such plan and append it to this agreement. From time to time, the Fire Chiefs may recommend modifications of the cooperative response plan, which, upon approval by the Joint Board, shall be appended to, and become part of this agreement.

9. Response Procedure. The Parties shall respond to fire suppression and emergency response incidents in accordance with the procedures set forth in the cooperative response plan. However, the Parties shall not be obligated to provide services to the extent that their service resources, such as personnel or equipment, are already assigned or presently being used to provide services, or when the Parties experience diminished service capacity due to decreased resources, including personnel and equipment unavailability. If a party is unable to respond in accordance with the cooperative response plan, then the party shall timely notify the other party.

The cooperative response plan shall include procedures for incidents that involve resource unavailability.

10. Command Responsibility. The party that has jurisdiction in a geographic area is ultimately responsible for ensuring appropriate incident management and command. The Parties may use unified command or other command concepts. The protocol for all acceptable command scenarios, including unified command, and first responder temporary command shall be included in the cooperative response plan.

11. Quality of Service. The cooperative response plan shall entail a full commitment of the Parties' resources for fire suppression and emergency response incidents. The Parties shall not use this agreement to relieve themselves of their obligation to provide a sufficient level of services in their respective jurisdictions. The Parties shall perform fire suppression, emergency medical and other emergency response services in both jurisdictions at the same level of quality. In the event of simultaneous emergencies within the City and LCFD 12, or other scenarios wherein the Parties have insufficient resources to provide an equal response, the Parties shall have discretion to allocate their resources.

12. Impact Assessment and Mitigation. The Fire Chiefs shall be charged with the responsibility for reviewing the cooperative response plan periodically. If new developments or changing service requirements will or do significantly impact the assisting or non-jurisdictional party, or response data reveals a pattern of significant inequity in response distribution of the Parties, the Fire Chiefs shall prepare a formal impact report, which shall contain recommendations for modification of the cooperative response plan to mitigate the impact, and provided it to the Joint Board for review. The Joint Board may then seek further options for

mitigation, modify the cooperative response plan, or take any other action that is reasonably necessary.

13. Financing and Budget. The Parties decline to establish a joint operating fund and maintain a budget therefore, and decline to jointly acquire, hold, and dispose of real or personal property. Rather, each of the Parties shall be responsible for the costs, expenses, and losses incurred by that party, and each of the Parties shall individually administer its own property and funds and maintain a budget therefore.

14. Compensation. Except as provided in this agreement, a party is not entitled to seek compensation for services rendered under this agreement from the other party to this agreement. However, in the case of state mobilization or a DNR fire, this section does not preclude efforts by the Parties to obtain reimbursement or compensation in accordance with the State Mobilization Act or DNR requirements or procedures.

15. Re-supply. A party that provides assistance may request re-supply or reimbursement for disposable goods expended while providing services to, or on behalf of the other party under this agreement. For example, a party may seek re-supply from the other party for fire fighting foam, rehabilitation supplies, and excessive cell phone charges. This section applies to firefighting activities. It also applies to emergency medical response activities, but only in-so-far as resupply is not available through American Medical Response or some other source.

16. Fire Investigation. Investigation of the cause, origin, or any other aspect of fire investigation shall be the sole and exclusive responsibility of the party that has jurisdiction for the area in which a fire occurs.

17. Joint Board. The cooperative undertaking of the City and LCFD 12 hereunder shall

be administered by the Joint Board that was created under an agreement between the Parties, which is entitled “Agreement for Joint Undertaking of City of Centralia and Lewis County Fire District 12 (Enabling Agreement)”.

18. Insurance. Throughout the term of this agreement, the Parties shall obtain and maintain sufficient levels of general liability insurance, malpractice insurance, and any other insurance that is reasonably necessary to effectuate the purpose of this agreement.

19. Hold Harmless & Indemnity. The Parties agree to indemnify, and hold harmless each other, including the Parties' respective predecessors and successors in interest, the principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, that arise or have as their origin third-party claims or demands for personal injury or property damage, or of any kind or nature whatsoever, to the extent that such claim or demand is the result of the acts or omissions of the indemnifying Party's principals or agents.

20. Modifications. This agreement shall not be modified, unless such modification is in writing and signed by the Parties.

21. Waiver. No waiver of any provision of this agreement shall be valid unless it is in writing and signed by the person or party against whom charged.

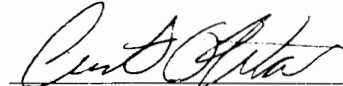
22. Applicable Law. This agreement shall be subject to and governed by the laws of the State of Washington and any applicable federal laws.

23. Severability. The invalidity or unenforceability of any particular provision of this agreement shall not effect the other provisions, and this agreement shall be construed as if such invalid or unenforceable provisions were omitted. This agreement is subject to the terms of the

Agreement for Joint Undertaking of City of Centralia and Lewis County Fire District 12
(Enabling Agreement).

Lewis County Fire Protection District 12

Dated: 3-25-03


Commissioner

Dated: 3-25-03


Commissioner

Dated: 3-25-03


Commissioner

Attest:

Dated: 3-25-2003


Board Secretary

FINAL

City of Centralia

Dated: 3-26-03


Mayor

Dated: 3-25-03


City Manager

FINAL