

**AGREEMENT FOR JOINT UNDERTAKING OF
CITY OF CENTRALIA AND LEWIS COUNTY FIRE DISTRICT 12
(Enabling 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, and to operate such undertaking under the control and direction of a Joint Board;

Whereas, the City and LCFD 12 have determined that they may, from time to time, enter into supplemental agreements with each other for the purpose of establishing, for example, closest unit response operations, borderless operations, joint training, human resource sharing, cooperative purchasing, joint facility occupation, and combined-use clerical or administrative services;

Whereas, the City and LCFD 12 have determined that in order to establish this joint undertaking, and any future supplemental agreements, it is necessary to establish this central enabling agreement;

Now, therefore, in consideration of the mutual covenants 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, but rather is in a joint or cooperative undertaking.

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 Parties; and to establish a central enabling agreement under which to adopt future supplement agreements.

7. Joint Board. The operations of this joint undertaking shall be administered, to the extent provided in this agreement, and monitored by a Joint Board consisting of six members. Each of the Parties shall appoint three members to the Joint Board, provided that at least two of such appointees shall be members of the legislative body of the appointing party. The members of the Board must reside within the appointing party's jurisdiction. The Board shall have the authority to administer and manage the operations of this joint undertaking to the extent that authority and power is granted by this instrument, and to the extent that additional authority and power is conferred to it by the legislative bodies of both Parties.

8. Meetings of Joint Board. A quorum of the Board shall consist of four members, two representing each party. Actions of the Board shall require the affirmative vote of at least four members of the Board. All meetings of the Joint Board shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular quarterly meeting of the Joint Board shall be established by resolution of the Board.

9. Limitation of Board. The Joint Board shall have no authority to modify or revise the terms of this agreement. However, the Board shall have authority to propose modifications or revisions to this agreement, as well as agreements that supplement this agreement. In the event the Joint Board shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of LCFD 12 for resolution.

10. 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 the that party, and each of the Parties shall individually administer its own property and funds and maintain a budget therefore. However, the Parties may establish joint operating funds, maintain budgets, and jointly acquire, hold, and dispose of real or personal property in supplemental agreements.

11. Property Ownership. Except as provided in this agreement, all property acquired by LCFD 12 to enable it to perform the services required under this agreement, shall remain the property of LCFD 12 in the event of the termination of this agreement. All property acquired by the City to enable it to perform the services required under this agreement, shall remain the property of the City in the event of the termination of this agreement. All jointly owned and

jointly purchased property acquired under the terms of this agreement shall be disposed of in such manner as may be agreed upon between the City and LCFD 12 in the event of the termination of the joint operation.

12. Hold Harmless. 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.

13. Insurance. Each party shall independently acquire and maintain sufficient insurance coverage for all of its respective operations, facilities, equipment and personnel.

14. Annexations. In the event that the City, during the term of this agreement, shall annex areas of LCFD 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and RCW 35A.14.400, when applicable, as they presently exist or as may be hereafter amended, relating to ownership of assets for each such annexation. In addition, the City agrees that for any annexations of District areas, the City shall collect from the annexed areas revenue at a level that is at least equal to ninety percent (90%) of the level of revenue collected by LCFD 12 in its jurisdiction, based on the assessed valuation of the real property, unless the Parties mutually agree that the City shall collect a lesser level of revenue. Upon collection of this revenue, the City agrees to provide this revenue to LCFD 12 during the term of this agreement.

LCFD 12 agrees, during the term of this agreement, that the percentage of the assessed

value of LCFD 12 contained in any annexation of District areas shall be cumulated. If this agreement is terminated, then the City shall be entitled to invoke the statutory provisions in RCW 35A.14 for all annexations which occurred during the term of this agreement. LCFD 12 also agrees that the City's interest in or ownership of District assets shall be indicated on the financial statements and audit reports of LCFD 12.

15. Notices. All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

16. Severability. If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

17. 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.

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


19. Modification. This agreement represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. This agreement shall not be modified or otherwise affected by the course of dealing between the Parties.

20. Benefits. This agreement is entered into for the benefit of the Parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.


21. Dispute Resolution. The Parties may resolve any dispute arising from this agreement through any alternative dispute resolution process, including, but not limited to mediation and arbitration. Furthermore, the Parties may pursue any other remedies, including those available at law or in equity.

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

City of Centralia

Dated: 3-26-03

Tom A. Browning
Mayor

Dated: 3-25-03

J. D. Fouts, Jr.
City Manager

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