

**INTERLOCAL AGREEMENT  
AUTOMATIC AID AGREEMENT**

This agreement is entered into between the City of Chehalis, Lewis County Fire District 6 and the Riverside Fire Authority, local government agencies, all of which are municipal corporations of the State of Washington.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Inter local Cooperation Act, RCW 35A.11.040 and RCW 52.12.031(3).

RECITALS

A. Each of the parties owns and maintains apparatus and equipment for the suppression of fires and for the supplying of emergency medical services and responses to other situations, which may be hazardous to the public. Each of the parties also employs and/or supervises firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions.

B. Each of the parties is so situated as to be capable of providing fire suppression and/or emergency medical services to one or more other agencies in Lewis County, and/or in portions of another party's service area.

C. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party in the event of such an emergency.

D. The geographical boundaries of each party are located so as to enable each party to render automatic aid service to certain other parties in described areas.

The parties subject to the terms of this agreement, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. Purpose of Agreement. The purpose and intent of this agreement is to provide for dispatch of the nearest available units whenever in service and feasible to dispatch, to all parties to the agreement. Central Dispatch, will automatically dispatch the nearest available unit to all emergency responses, as established by each fire department's response plan. Feasibility and availability shall be determined within each jurisdiction's command structure. For example, in certain jurisdictions the duty chief or shift command officer shall have the authority and responsibility to determine if it is necessary to withhold resources from automatic aid in order to ensure adequate protection within the "home jurisdiction". In such cases, the responsible officer shall notify dispatch of any unit or units that are unavailable for dispatch outside the home jurisdiction to such otherwise automatic aid calls. "Authority Having Jurisdiction" means the agency or entity within whose boundaries an incident occurs necessitating some emergency response. This agreement is intended primarily to validate, support and/or legitimize the agency response plans and/or run cards, insofar as the same provide for responses outside agency boundaries and is not intended to require any agency to provide automatic aid to any other agency irrespective of such agency's response plan.

2. Compensation. Each party agrees not to seek compensation from one another for services rendered under this agreement. **(exception/costly disposables including firefighting foam shall be replaced at the expense of the agency receiving assistance)**. The mutual consideration supporting this agreement is the reciprocal services provided by each agency to the other parties; provided, however, that upon request by a responding agency, the party requesting assistance shall attempt to obtain financial assistance from federal and State agencies where such assistance is available to reimburse the assisting party for losses or damages incurred in supplying

aid under this agreement. It is permissible for responding agencies with fee for service programs including but not limited to Emergency Medical Services and hazardous materials cost recovery to directly bill the recipient of the services. **Assisting agencies that suffer loss or damage to equipment may request equipment replacement, repair or reimbursement of costs from the requesting agency.** Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity that may have been responsible for the emergency conditions for which aid was requested.

3. **Command Responsibility at Emergency Scene.** The nearest available unit will assume Incident Command upon arrival at scene. The Authority Having Jurisdiction (AHJ) may assume command of incidents within their boundaries or at the request of the department providing assistance. **Incidents shall be managed using the approved local Incident Command/Management System.** All responding equipment and personnel shall fall under the authority of the incident commander. The equipment and personnel of any responding party shall be released from service and returned to the responding party by the incident commander as soon as conditions warrant.

4. **Liability.** The parties agree that the department assuming command control (incident command) at the scene shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities arising out of command decisions or judgments. Subject to the above, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom as to each party's own actions relating to performance under this agreement.

5. Insurance. Each party agrees to maintain adequate Automobile and Commercial General Liability insurance coverage for its own equipment and personnel, covering their operations. Limits of such coverage should be no less than \$2,000,000.00 combined single limit per occurrence. Each party agrees to provide workers compensation, liability, errors and omissions, and all other applicable insurance coverage, for each and every one of its personnel participating in services arising from this agreement, notwithstanding the fact that the location of provision of such services is outside of the boundaries of the party's jurisdiction, pursuant to RCW 52.12.111 and RCW 52.12.121.

6. Pre-emergency Planning/First Response. The chief officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate: the types of and locations of potential problem areas where emergency assistance may be needed; the type of equipment that should be dispatched under various possible circumstances. Such plans shall take into consideration and ensure proper protection by the responding party of its own geographical area. When applicable, the parties shall share pre-incident plan documents or programs.

7. Purchase Contracts/Bidding. This Agreement is intended to constitute the Inter local Agreement required by RCW 39.04.030 for utilizing other Parties' purchase contracts. Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:

(a) Comply with the public bidding laws of the State of Washington as they

apply to such Party;

(b) Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases;

(c) Either (i) post the bid or solicitation notice on a web site established and maintained by a government, purchasing cooperative or similar service provider or (ii) provide an access link to the state's web portal to the notice.

8. Duration. The duration of this agreement shall be for one year commencing from the date of filing. However, the agreement shall be automatically continued from year to year unless terminated as provided below in section 9.

9. Termination. This agreement shall remain in full force and effect unless and until terminated as follows:

9.1 Written notice shall be served by any party hereto upon all parties of its intention to terminate the agreement. Such notice shall be served not less than thirty days prior to the termination date set forth therein, and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing.

9.2 Termination of the agreement between parties affected by such notification shall not affect the continuation of the agreement as to any party hereto not indicating an intention to withdraw as provided herein.

9.3 Termination of the relationship affected by this agreement shall not preclude future agreements for mutual aid between the parties terminated hereunder.

10. Agreement Not Exclusive. This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate automatic aid or mutual aid agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 8 of this agreement.

11. Filing. As provided by RCW 39.34.040, this agreement shall be separately filed prior to its entry in force, with the City Clerk of any participating city, with the district secretary of any participating fire protection district and with the County Auditor. Alternatively, the agreement may be posted on an agency's web site, and filing shall be deemed completed as to such agency. 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.

12. Employees/Volunteers. No employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer or other representative of the parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

13. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

14. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

15. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this agreement, shall remain the property of the party in the event of the termination of this agreement.

16. Assignment.. None of the Parties to this Mutual Agreement may assign any of their duties, rights or responsibilities under this Agreement without the express written consent of the other Parties. This restriction on assignment shall not apply to the formation of a new entity between parties.

17. Amendments. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.

18. Governing Law And Venue. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall lie exclusively in Lewis County, Washington.

19. 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.

20. 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.

City of Chehalis

Dennis L. Dawes  
Mayor

Jim Anderson  
City Manager

W. Coble  
Fire Chief

Attest:

Caryn Foley  
City clerk  
Date 6/12/2018

Lewis County Fire District 6

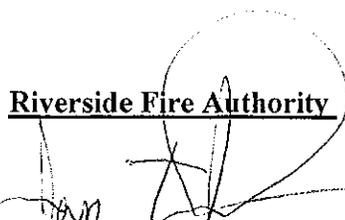
John A.  
Board of Commissioners, Chair

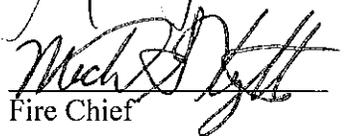
[Signature]  
Fire Chief

Attest:

McKenzie  
Board Secretary  
Date 5/22/2018

Riverside Fire Authority

  
Board of Commissioners, Chair

  
Fire Chief

Attest:

  
Board Secretary

Date 05-23-18

(TK) (MSK)