

AFTER RECORDING RETURN TO:

LEWIS CO. FD #12
1818 HARRISON AVE,
CENTRALIA, WA 98531



FIRE DISTRICT 12

AGR

\$24.00

3160347

Page: 1 of 6

03/06/2003 04:40P

Lewis Co, WA

PLEASE PRINT OR TYPE ALL INFORMATION

DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):

MUTUAL AID AGREEMENT FOR
FIREFIGHTING & EMERGENCY MEDICAL SERVICES

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:

GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):

LEWIS COUNTY FIRE PROTECTION DISTRICTS

ADDITIONAL NAMES LISTED ON PAGE _____ OF DOCUMENT.

GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):

PUBLIC

ADDITIONAL NAMES LISTED ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (ABBREVIATED: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE)

/

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE _____ OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S)

/

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

**MUTUAL AID AGREEMENT
FOR
FIREFIGHTING AND EMERGENCY MEDICAL SERVICES**

THIS MUTUAL AID AGREEMENT is entered into this 21st day of January 2002, 2001, by and between all parties who have executed this agreement as consenting and signatory parties thereto, including but not limited to all Lewis County Fire Protection Districts, hereinafter referred to as "Fire Districts", and City and Town fire Departments within Lewis County, hereinafter referred to as "Cities" for the purpose of establishing an orderly method of providing emergency assistance, irrespective of municipal boundaries, within Lewis County, Washington.

This agreement is entered into pursuant to the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act, together with the authority of RCW 35.84.040 (use of fire apparatus beyond city limits), RCW 52.12.031 (joint operations) and RCW 52.12.111 (use of equipment and personnel outside district-governmental function).

RECITALS

1. Each of the parties owns and maintains equipment and apparatus for the suppression of fires and for the supplying of emergency medical services (EMS) and responses to other situations/events, which are hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and responses to other hazardous conditions.

2. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party to this agreement, to provide supplemental fire suppression and EMS equipment and personnel.

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

4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid to other parties.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and performance, contained herein, the parties hereto mutually agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an EMS unit is authorized to request assistance from any party to this agreement, if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

2. **Response to Request.** Upon receipt of such request, the commanding officer of the party receiving the request shall immediately take the following action:

- a. Determine if the responding party has equipment and/or personnel available to respond to the requesting party and determine the type of equipment and number of personnel available.
- b. Determine what available equipment and what available personnel should be dispatched
- c. Dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.





d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

3. **Command Responsibility.** Command responsibility at the scene rests with the requesting party. The incident commander shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided that the responding equipment and personnel should be under the immediate supervision of the officer in charge of the responding apparatus.

4. **Liability.** The parties agree that the department assuming command control at the scene shall assume liability for, defend, indemnify and hold all other parties harmless from all liabilities or claims which arise 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 (or their agents or employees) own actions relating to performance under this agreement.

5. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from any party requesting assistance, provided that agencies requesting assistance shall provide motor fuel, lubricating oil, welfare items for firefighters, and other consumables to the extent of supplies available. All involved personnel shall exercise due diligence to salvage lost or damaged equipment, ensuring that it is returned to its rightful owner.

6. **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 each coverage should be no less than \$1 million combined single limit.

7. **Pre-emergency Planning.** The Fire Chiefs or command 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 and/or the type of equipment and/or number of personnel that should be dispatched under various possible circumstances. The plans shall take into consideration and insure proper protection by the responding party of its own geographical area. Under this section, the parties may establish automatic aid arrangements, with pre-determined "run cards" or other means of computer-aided dispatch in designated, agreed areas.

8. **Duration.** The duration or term of this agreement shall be for one year, commencing upon the date of execution of the second party to execute this agreement. **Provided,** that the agreement shall be automatically renewed annually for one year thereafter, as to any party that has not terminated their participation in the agreement pursuant to the provisions herein as to termination. The agreement may be reviewed annually by any or all of the parties to assess the need for changes or decide upon termination.

9. **Termination.** Participation in this agreement may be terminated by any party, by providing notice to all the other parties in writing at least 60 days prior to the termination date chosen by such party. Such termination shall not affect the continuation of the agreement as between the remaining parties, nor shall such termination preclude future agreements for mutual aid involving the terminating party.

10. **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.

11. **No Third Party Beneficiary.** Nothing in this agreement shall be interpreted to create any rights in favor of any third party, who is not a party to this agreement.



FIRE DISTRICT 12

RGR \$24.00

12. **Filing.** As provided by RCW 39.34.040, this agreement should be filed with the clerks of the participating Cities, the Secretary of the Districts, and the County Auditor.

IN WITNESS WHEREOF, the parties hereto have set their corporate names by their duly authorized officers, or members of their governing bodies, the day and year written below.

Dated: 2/26/03

City of Centralia
Jana Branning
Mayor

Dated: 4/8/2002

City of Chehalis
Ralph
Mayor

Dated: 9/19/02

City of Morton
Gene Coriano
Mayor

Dated: 12-03-02

City of Pe Ell
Dan Cox
Mayor

Dated: 3-18-02

Lewis County Fire District No. 1
Dennis Wherry
Chairman

Dated: 1-21-02

Lewis County Fire District No. 2
Louanne Spahr
Chairman

Dated: 3/18/02

Lewis County Fire District No. 3
Mitchell Bruce Dunn
Chairman

Dated: 3-18-02

Lewis County Fire District No. 4
General F. Kerpach
Chairman



FIRE DISTRICT 12 AGR \$24.00

Lewis County Fire District No. 5

Dated: 3-18-02

Chairman

Lewis County Fire District No. 6

Dated: 3-18-02

Chairman

Lewis County Fire District No. 7

Dated: 3-18-02

Chairman

Lewis County Fire District No. 8

Dated: 3-18-02

Chairman

Lewis County Fire District No. 9

Dated: 3-18-02

Chairman

Lewis County Fire District No. 10

Dated: 9-16-02

Chairman

Lewis County Fire District No. 11

Dated: 3/18/02

Chairman

Lewis County Fire District No. 12

Dated: 3/5/2002

Chairman



FIRE DISTRICT 12

AGR \$24.00

3160347
Page: 6 of 6
03/06/2003 04:40P
Lewis Co, WA

Lewis County Fire District No. 13

Dated: 10-14-02

David Lenn
Chairman

Lewis County Fire District No. 14

Dated: 3-18-02

A.H. Rogers
Chairman

Lewis County Fire District No. 15

Dated: 3-18-02

[Signature]
Chairman

Lewis County Fire District No. 16

Dated: 3-18-02

Carl Karbocki
Chairman

Lewis County Fire District No. 17

Dated: 9/16/02

Rose E. Tripello
Chairman

Lewis County Fire District No. 18

Dated: 3-18-02

[Signature]
Chairman