

Name and Mailing Address

Central Kitsap Fire & Rescue

5300 NW Newberry Hill Road, Ste 101

Silverdale, WA 98383

CENTRAL KITSAP FIRE

201505060011

Agreement Rec Fee: \$ 101.00

05/06/2015 08:27 AM

Dolores Gilmore, Kitsap Co Auditor

Page: 1 of 30



The Recorder is required to use only the information you provide on this cover sheet to index the document.

- Type or print legibly.
- Sign the required statement below

Document Title(s): Master Mutual Aid/Interlocal Agreement- Clallam County, Jefferson County, and Kitsap County Fire Services

Auditor's File Number of Document (s) Referenced: _____

Grantor(s) person(s) that conveys, sells or grants interest in property: Clallam County Fire Districts # 1,2,3,4,5,6,

City of Port Angeles Fire Dept, Jefferson County Fire Districts #1,2, 3,4,5, North Kitsap Fire & Rescue, Bainbridge Island Fire Dept,

Kitsap Fire Dist#18/Poulsbo Fire, South Kitsap Fire & Rescue, Central Kitsap Fire & Rescue, City of Bremerton Fire Dept.

Grantee(s) person that buys, receives or to whom conveyance of property is made: _____

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range (and Government lot # if applicable); **OR**
- Plat/Condo Name, lot or unit number, building or block number; **OR**
- Short plat, Large Lot number, lot number **and** auditor file number

Assessor's 14 digit Tax Parcel Number: _____

I, _____, am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

MASTER MUTUAL AID AGREEMENT

CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

This agreement is entered into and between all parties who have executed this agreement as signatory parties thereto, including but not limited to Fire Districts, City and Town fire departments, and military fire departments. The express purpose of this Mutual Aid Agreement is to facilitate the provision of aid across county lines, mutually and reciprocally, within the counties of Clallam, Jefferson, and Kitsap.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and 42 USC 1856a.

Recitals

- A. Each of the parties owns and maintains equipment for the suppression of fires, for the supplying of emergency medical services and other fire service special resources. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
- B. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
- C. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
- D. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, 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. **Request for Assistance.** The commanding officer of the fire jurisdiction or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party 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 a 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 personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

- B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
- C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made 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 shall be under the immediate supervision of the officer in charge of the responding apparatus.
4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.
5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.
6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party requesting assistance except as specified in 42 USC 1856a.
8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of an locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
10. **Termination.** This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

(a) Written notice shall be served by any party hereto upon the other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.

(b) Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.

(c) Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

11. **Duration.** The duration of this agreement shall be for one year commencing from the date of signing of not less than two counterpart originals, provided that the agreement shall be automatically continued from year to year unless terminated as provided above.

12. **Equipment.** The parties to this agreement do not anticipate the joint purchase of any personal property. Nothing in this agreement transfers title or ownership of any equipment or personal property used pursuant to this agreement.

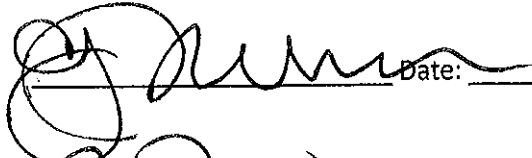
SIGNATURE PAGES AS NEEDED SHALL CONSTITUTE PAGE FOUR

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES


Agency Name:

Clallam County Fire Protection District #1

Chairperson of the Board/City Manager

 Date: 11/9/14


Attest By:

 Date: 11/9/14

Title Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name: Clallam County Fire District #3

Chairperson of the Board/City Manager  Date: 9-17-2013
Chair James D Barnfather

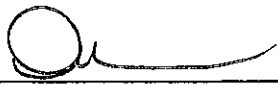
Attest By: Arlene F. Obinario Date: 9-17-2013
Title Secretary to the Board
Admin. Assistant
Arlene F OBINARIO

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES


Agency Name:

CITY OF PORT ANGELES FIRE DEPARTMENT

Chairperson of the Board/City Manager

 Date: 9/6/13

Attest By:

 Date: 9/6/13
Title City Clerk

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name:

Clallam County Fire Protection Dist. No. 4

Chairperson of the Board/City Manager

Marcus Backus Date: 8/27/2014

Attest By:

_____ Date: _____

Title _____

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name:

Clallam County Fire District #15

Chairperson of the Board/City Manager

Jeffrey J. Kopas Date: 8-20-13

Attest By:

[Signature] Date: 8-20-13

Title Chief / Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name: Clallam County Fire Dist. #6

Chairperson of the Board/City Manager Chap/ken Date: 11/17/14

Attest By: [Signature] Date: 11/17/14

Title SECRETARY

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Jefferson County Fire District #1

Agency Name:

East Jefferson Fire Rescue

Chairperson of the Board/City Manager

[Signature] Date: *8/20/2013*

Attest By:

Jenitha Harrison Date: *8/20/2013*
Title *District Secretary*

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name: SEFPD NO 2

Chairperson of the Board/City Manager [Signature] Date: Aug 14 2014

Attest By: [Signature] Date: 8/14/2014
Title Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name: Jefferson Co Fire Dist #5

Chairperson of the Board/City Manager Paul Kusler Date: 8-13-14

Attest By: Barbara Knopfle Date: 8-13-14
Title Fire Commissioner

MASTER MUTUAL AID AGREEMENT CLALLAM, JEFFERSON AND KITSAP COUNTY FIRE SERVICES

Agency Name:

Jefferson County Fire Dist No. 3

Chairperson of the Board/City Manager

Edward [Signature] Date: 8-12-14

Attest By:

[Signature] Date: 8/12/14

Title Deputy Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY
FIRE SERVICES

Agency Name: Jefferson County Fire Protection Dist. #4

Chairperson of the Board/City Manager Ronald D. Davis Date: 10-14-14

Attest By: Patricia Ware Date: 10-14-14
Title District Secretary

FIRE SERVICES

Agency Name: North Kitsap Fire & Rescue

Chairperson of the Board *Pat W. Lee* Date: 8/12/13

William D. Smith
Commissioner

[Signature]
Commissioner

Jillian Gregory
Commissioner

Thomas H. Hagan
Commissioner

Attest By: *Rosemarie Arwood* Date: 8/12/13
Title *Staff Assistant*

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name:

Clallam County Fire Protection District No. 2

Richard E. Ruud, Chairperson

Richard E. Ruud Date: 3/19/15

Thomas D. Martin, Commissioner

_____ Date: _____

David R. Whitney, Commissioner

David R. Whitney Date: 3/17/15

Attest By:

Heather K. Patena Date: 3.17.2015

Title Board Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name: Bainbridge Island Fire Department

Chairperson of the Board/City Manager [Signature] Date: 9/25/2014

Attest By: [Signature] Date: 9/25/2014

Title Fire Chief

MASTER MUTUAL AID AGREEMENT

CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

- a. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
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 - c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
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4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.
5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.
6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. **Compensation.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party requesting assistance except as specified in 42 USC 1856a.
8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
9. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

10. **Termination.** This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

- a. Written notice shall be served by any party hereto upon the other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.
- b. Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.
- c. Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

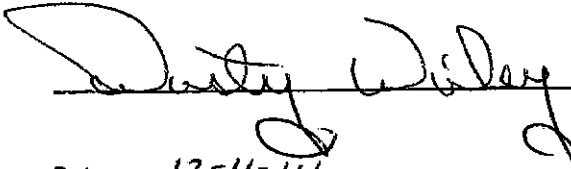
11. **Duration.** The duration of this agreement shall be for one year commencing from the date of signing of not less than two counterpart originals, provided that the agreement shall be automatically continued from year to year unless terminated as provided above.

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

Agency Name:

South Kitsap Fire and Rescue

Chairperson of the Board/City Manager



Date: 12-11-14

Attest By:



Title Fire Chief

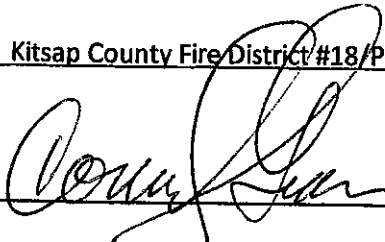
Date: 12-11-14

FIRE SERVICES

Agency Name:

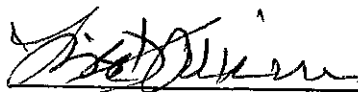
Kitsap County Fire District #18/Poulsbo Fire

Chairperson of the Board/City Manager



Date: August 27, 2014

Attest By:



Title District Secretary

Date: August 27, 2014

MASTER INTERLOCAL AGREEMENT

CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

This agreement is entered into and between all parties who have executed this agreement as signatory parties thereto, including but not limited to Fire Districts, City and Town fire departments, and military fire departments. The express purpose of this Mutual Aid Agreement is to facilitate the provision of aid across county lines, mutually and reciprocally, within the counties of Clallam, Jefferson, and Kitsap.

This agreement is entered into under the authority of Chapter 39.34 RCW, known as the Interlocal Cooperation Act and 42 USC 1856a.

Recitals

- A. Each of the parties owns and maintains equipment for the suppression of fires, for the supplying of emergency medical services and other fire service special resources. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
- B. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
- C. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
- D. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, 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. **Request for Assistance.** The commanding officer of the fire jurisdiction or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party 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 a request, the commanding officer of the party receiving the request shall immediately take the following action:

MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

- a. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
 - b. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made 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 shall be under the immediate supervision of the officer in charge of the responding apparatus.
4. **Termination of Service.** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.
5. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.
6. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. **Compensation.** Each party agrees that it will not seek compensation or reimbursement for services rendered under this agreement from the other party requesting assistance.
8. **Property.** The parties will not jointly acquire any property, either real or personal, in carrying out the terms of the agreement. No joint financial accounts or arrangements shall be established, and no joint budget shall be maintained.
9. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances and the number of personnel that should be dispatched under

MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

10. **Management of Agreement.** The parties will not establish any separate legal or administrative entity to manage the duties of each under this Agreement. The Fire Chiefs of each participating agency shall jointly administer this Agreement.

-11. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

12. **Termination.** This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

- a. Written notice shall be served by any party hereto upon the other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.
- b. Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.
- c. Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

13. **Duration.** The duration of this agreement shall be for one year commencing from the date of signing of not less than two counterpart originals, provided that the agreement shall be automatically continued from year to year unless terminated as provided above.

14. **Agreement to be filed with the County Auditor.** Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed with each party's County Auditor by each party, as soon as reasonably practical after all parties have duly executed it. The filing party shall thereafter provide a fully conformed filed copy to all other parties.


FIRE SERVICES

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

Agency Name:

Central Kitsap Fire & Rescue

Chairperson of the Board/City Manager


Date: 10/13/14 David Fergus

Attest By:



Karen S. Lunden
Karen S. Lunden
Title Notary Public
Date: 10/13/14 in the state of WA
residing in Kitsap
County

MASTER INTERLOCAL AGREEMENT
CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY
FIRE SERVICES

This agreement is entered into and between all parties who have executed this agreement as signatory parties thereto, including but not limited to Clallam County Fire Districts # 1 Forks, #2 Port Angeles, #3 Sequim, #4 Joyce, #5 Clallam Bay/Seki and #6 Three Rivers. Jefferson County Fire District #1 East Jefferson, # 2 Quilcene, # 3 Port Ludlow, # 4 Brinnon and #5 Discovery Bay. Central Kitsap Fire and Rescue, South Kitsap Fire and Rescue, North Kitsap Fire and Rescue and Fire District # 18 Poulsbo. The express purpose of this Mutual Aid Agreement is to facilitate the provision of aid across county lines, mutually and reciprocally, within the counties of Clallam, Jefferson, and Kitsap.

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MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

IN WITNESS WHEREOF, the duly authorized representatives for each Agency have signed this Agreement to evidence their respective Agency's consent to all terms hereof:

CITY OF BREMERTON

by: Patty Lent
Mayor

Date of Signing: 04/16/15

APPROVED AS TO FORM:

by: MLY for
ROGER LUBOVICH, City Attorney

ATTESTED TO:

by: Shanon Corin
SHANON CORIN, Bremerton City Clerk

Date of Signing: 4.16.15

Date: 4.1.15