2015-1320582

Page 1 of 30 Agreement
Clailam County Fire District 3
Clallam County Washington 05/12/2015 04:13:07 PM

Return Addre

Clallam County Fire District 3

323 N 5th Ave.

Sequim, WA 98382



Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65 04)

Trease print of type information (VASIII (GTO) STATE RECORDER 5 COVET SHEET (RCW 03.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)
1.Master Mutual Aid/Interlocal Agreement, Clallam County, Jefferson County and Kitsap County Fire Services
Reference Number(s) of Documents assigned or released:
Additional reference #'s on pageof document
Grantor(s) Exactly as name(s) appear on document
1.Clallam County Fire District 1,2,3,4,5,6, Port Angeles Fire, Jefferson County Fire Districts 1,2,3,4,5, North Kitsap Fire and Rescue, Bainbridge Island Fire Department, Kitsap Fire Dist 18/Poulsbo Fire, South Kitsap Fire and Rescue, Central Kitsap Fire and Rescue and City of Bremerton Fire Department.
2.
Grantee(s) Exactly as name(s) appear on document
1,
2
Additional names on pageof document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number yet assigned Assessor Tax # not
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.
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."
Signature of Requesting Party
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

MASTER MUTUAL AID AGREEMENT

CLALLAM COUNTY, JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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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.

- 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:

- (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

Agency Name:	Clallam County Fire Protection District #1
Chairperson of the Board/City Manager	11/9/14 2000 1/9/14
Attest By:	(a) John Date: 11/9/14
	Title Secretary

Agency Name:	Claulam County the DBKiet 3
Chairperson of the Board/City Manager	Chair James D Barnfather 9-17-2013
Attest By:	alene 1073/14apie Date: 9-17-2013
	Admin: Assistant

Agency Name:	City of Pout Angers Fire, 'DEPARTMENT
Chairperson of the Board/City Manager	Date: 9/6/13
Attest By:	Juned Med Date: 9/6/13 Title City Clirk

Agency Name:	Clallam County Fir	efrotection Dist. No. 4
Chairperson of the Board/City Manager	MarcusBlac	lio@ate: 8/27/2614
Attest By:	Title	Date:

Agency Name:	Challam Casnby Live Datrichts
Chairperson of the Board/City Manager	Jeffry & Kopris Date: 8-20-13
Attest By:	Date: 8 28-13
	Title Chief Secretary

Agency Name:	_ Challam County Fire Dist. #6
Chairperson of the Board/City Manager	
Attest By:	Title SESPETTEN

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTYFIRE SERVICES

Jefferson County Fire District #1

Agency Name:

East defferson Fire Rescue

Chairperson of the Board/City Manager

Date: 8/20/2013

Attest By:

Date: 8/20/2013

Agency Name:	2CTODDD
Chairperson of the Board/City Manager	Day Rolls Date: Aug 14 2014
Attest By:	Holy gumanivoate: 8/4/2014
	Title Scholan

Agency Name:	Jeffenson (ofizs Vist 5
Chairperson of the Board/City Manager	Ford Kessly Date: 8-13-14
Attest By:	Barlow Knoyfle Date: 8-13-14

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

Agency Name:	Jeferson Country Fire Dist No. 3
Chairperson of the Board/City Manager	Colored Flowidate: 8-12-14
Attest By:	Title De Mar Secus April

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

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

FIRE SERVICES

Agency Name:	North Kitsap Fire & Rescue
Chairperson of the Board Path	Date: 8/12/13
Melan Patran	Commissioner
Commissioner	Commissioner
Gellias Gregory Commissioner	Commissioner Lapson
Attest By:	Romania anivoda Date: 8/12/13
	Title Staff assistant

Agency Name:	Clallam County Fire Protection District No. 2
Richard E. Ruud, Chairperson	Richard & Sunforte: 3/17/15
Thomas D. Martín, Commissioner	Date:
David R. Whitney, Commissioner	Con 13/1 / / / / / / / / / / / / / / / / /
Attest By:	Title Board Secretary

Agency Name:	Bainbridge Island tire Departm
Chairperson of the Board/City Manager	Scet Jerman Date: 9/25/2014
Attest By:	Title Fice Chief

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.

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- 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 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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- 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.
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- 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.
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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	molific when
chair person of the bearing only than age.	2
	Date:
Attest By:	MTWIH
Ç.	Title Free Chief
	Title 1 in care
	Date: 12-11-14

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.

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MASTER INTERLCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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- 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 INTERLCAL 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.
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- 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.

MASTER INTERLCAL 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:

Agency Name:

Chairperson of the Board/City Manager

Attest By:



Central Kitsap Fired Rescue

Date: 10 13/14

S. Lunden

Karen S. Lunden

Title Notary Public

Date: 10/13/14

in the state of WA residing in Kitsap Counti

Agency Name:

Kitsap County Fire District #18/Poulsbo Fire

Chairperson of the Board/City Manager

Date: August 27, 2014

Attest By:

Title <u>District Secretary</u>

Date: August 27, 2014

Page 4 of 4

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/Sekiu 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 INTERLCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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MASTER INTERLCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

FIRE SERVICES

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MASTER INTERLCAL 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 BREMIERTON

by: Patty Jen

Date of Signing: 04/16/15

APPROVED AS TO FORM:

ROGER LUBOVICH, City Attorney

ATTESTED TO:

by: Karel

SHANON CORIN, Bremerton City Clerk

Date of Signing: ___

Date

Cialiam County, WA Shoona Riggs, Auditor 223 E 4th STE 1 Claliam, WA 98362

Receipt: 15-71086

AGREE Product Name Agreement Extended \$101.00

Pages 30, Document # 2015-1320682,
Document Info: CLALLAM COUNTY FIRE
DISTRICT 3, Related to Real Estate true

Total

Tender (Check/Money Order)
Check # 3616, Paid By Clallam County Fire District #3

\$101.00

\$101.00

Thank You!

Tue May 12 16:13:07 PDT 2015 elliottt