

## 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:

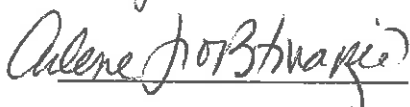
 Date: 11/9/14

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:  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 Pacheco 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. Kopit Date: 8-20-13

Attest By:

 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 Chup / 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  
East Jefferson Fire Rescue

Agency Name:

Chairperson of the Board/City Manager

[Signature] Date: 8/20/2013

Attest By:

Jennifer Harrison Date: 8/20/2013  
Title District Secretary

MASTER MUTUAL AID AGREEMENT CLALLAM COUNTY AND JEFFERSON COUNTY FIRE SERVICES

Agency Name:

SCFPD 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

Fred Kessler 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 Davis Date: 8-12-14

Attest By:

[Signature] Date: 8/12/14

Title District 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. Lewis 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 *Pat W. Lee* Date: 8/12/13

*William D. Smith*  
Commissioner

*[Signature]*  
Commissioner

*Gillian Gregory*  
Commissioner

*Fernando Flores*  
Commissioner

Attest By: *Rosemaria Arwooda* 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: 3/17/15

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 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.

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.

**MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY**

**FIRE SERVICES**

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 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

## MASTER INTERLOCAL AGREEMENT CLALLAM COUNTY JEFFERSON COUNTY, AND KITSAP COUNTY

### FIRE SERVICES

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.

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.

**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*  
SHANON CORIN, Bremerton City Clerk

Date of Signing: 4.16.15

Date: 4.1.15

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

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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.

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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 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.
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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.
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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.

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- 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.
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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.

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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:

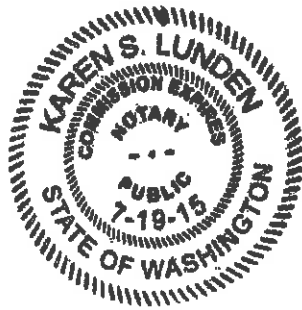
Agency Name:

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

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

**FIRE SERVICES**

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**FIRE SERVICES**

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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



## Clallam County Fire District 3

323 N. FIFTH AVE.  
SEQUIM, WASHINGTON 98382  
360.683.4242  
FAX: 360.683.6834  
www.clallamfire3.org

RICHARD HOUTS  
JAMES D. BARNFATHER  
G. MICHAEL GAWLEY  
COMMISSIONERS  
  
STEPHEN S. VOGEL  
CHIEF

April 27, 2015

Participating Districts and Departments,

Clallam County Fire District 3 would like to thank you for participating in the Master Mutual Aid Agreement that was sent out to you last fall. Also, thank you for your patience as this project has taken a bit longer to complete than anticipated, however, we are proud that all but one small department participated in this Agreement.

Attached you will find copies off all documents and their respective signature pages. Some districts/departments amended the original document, so you will find that there are 4 individual Agreements in this one packet. Our hope for the future is that we can all agree on one single document so that we can streamline this process for everyone involved.

Please do not hesitate to reach out to me if you have any questions regarding this.

Thank you again,

Lori Coleman  
Administrative Assistant  
Clallam County Fire District 3  
360-683-4242 x107

