

**AUTOMATIC AID AGREEMENT
BETWEEN
MASON COUNTY FIRE PROTECTION DISTRICT NO. 2
&
MASON COUNTY FIRE PROTECTION DISTRICT NO. 5
(DBA AS CENTRAL MASON FIRE & EMS)**

Summary for Recorder's Use (RCW 65.04.045):

- 1. Grantors:**
 1. CENTRAL MASON FIRE AND EMS, a Washington municipal corporation;
 2. MASON COUNTY FIRE PROTECTION DISTRICT NO. 2, a Washington municipal corporation.
- 3. Grantees:**
 1. CENTRAL MASON FIRE AND EMS, a Washington municipal corporation;
 2. MASON COUNTY FIRE PROTECTION DISTRICT NO. 2, a Washington municipal corporation;
 3. The Public
- 4. Summary Legal Description:** Not Applicable.
- 5. Assessor's Property Tax Parcel Account Numbers:** Not Applicable.

THIS AGREEMENT is entered into between **MASON COUNTY FIRE PROTECTION DISTRICT 2** ("Mason Fire 2") and **CENTRAL MASON FIRE AND EMS** ("CMFE"), both of which are municipal corporations of the State of Washington.

Washington State's Interlocal Cooperation Act, Chapter 39.34 RCW, encourages local governmental entities to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective constituents. RCW 52.12.031(3) authorizes fire districts to utilize the provisions of Chapter 39.34 RCW so they may cooperate on a contractual basis, to their mutual advantage, in the areas of fire prevention, fire suppression, investigation, and emergency medical purposes.

Each party owns and maintains equipment for the suppression of fires and provision of emergency medical services and each also retains firefighting and emergency medical service (“EMS”) personnel who are trained to provide various levels of emergency medical services.

Mason Fire 2 and CMFE each possess the necessary equipment and personnel to enable them to provide EMS and fire suppression aid to the other under appropriate circumstances, and the geographical boundaries of the parties are such as to enable each, in a logical and reasonable manner, to render mutual aid services to the other.

In the event of an emergency incident within the area defined in attachment A, to include fire, disaster, rescue, emergency medical, alarm activation or other emergency Mason Fire 2 will provide automatic aid first response service along with CMFE. Mason Fire 2 will be immediately dispatched at initial time of call along with CMFE to all emergency incidents within the defined area. Mason Fire 2 agrees to provide CMFE automatic aid first response service for fire suppression and emergency medical service’s so its citizen within the defined area may be served in the fastest and best manner reasonably possible.

For the purpose of incident command and resource assignment, CMFE will have jurisdiction to include resource allocation/utilization, command and control.

It is the purpose of this Agreement to establish automatic aid services between the parties to afford greater and more efficient fire suppression and emergency medical services with the area defined in attachment A.

This Agreement shall be effective on March 1st, 2012 and shall remain in effect until terminated by either pursuant to the terms of this Agreement hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals which are a part of this Agreement, and the promises and covenants of the parties hereafter set forth, they agree as follows:

1. **AUTOMATIC AID.** For all emergency incidents within the area defined in Attachment A Mason Fire 2 shall provide automatic aid emergency response services along with CMFE. Automatic aid services shall consist of such equipment and manpower as may be needed to mitigate the emergency incident.

2. **INFORMATION ACCOMPANYING REQUEST / USE OF ICS.** All requests for automatic aid hereunder shall include a statement of the amount and type of equipment and personnel sought, and shall specify the location where the equipment and personnel are to be dispatched. Automatic aid resource requests from Mason Fire 2 will be

predetermined through the use of the MACECOM run card in Attachment B. The attached run card may be revised to enhance service levels for the public upon written mutual agreement of both parties. The parties shall use the Incident Command System ("ICS") for all automatic aid responses.

3. **RESPONDING PARTY INCIDENT RELEASE.** The responding party shall be released by the requesting party when its services are no longer reasonably required.

4. **DURATION OF AGREEMENT.** This Agreement shall commence on March 1st 2012, and will be in effect indefinitely unless terminated by either party in accordance with section 5 entitled "Termination".

5. **TERMINATION.** This Agreement may be terminated by either party after first providing to the other party a thirty (60) day written notice of termination. To be effective, a termination notice shall be sent by the terminating party to the Fire Chief of the other party by certified mail, return receipt requested.

6. **COMPENSATION FOR SERVICES.** Compensation for services rendered to CMFE by Mason Fire 2 as part of this agreement will be in the form of mutual aid provision by CMFE for Mason Fire 2 when requested.

7. **LIABILITY / EMPLOYMENT/ HOLD HARMLESS PROVISIONS.** Each party shall at all times be solely and exclusively responsible for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this Agreement. Each party's personnel shall be under the employment of its Fire District for purposes of any injury, loss, claim, damage or liability arising out of or related to this Agreement. Each party further agrees to hold harmless, defend, and indemnify, the other party and its personnel from all costs, expenses, losses, and damages, including cost of legal defense, incurred as a result of any acts or omissions of its personnel relating to its performance or wrongful non-performance under this Agreement.

8. **INSURANCE.** Each party agrees to maintain adequate insurance coverage for its equipment, personnel, and operations, in fulfilling its duties hereunder.

9. **NON-EXCLUSIVE AGREEMENT.** The parties shall not be precluded from entering into Agreements similar to this one with other municipal corporations.

10. **COMPLETE AGREEMENT.** This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by the parties.

11. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. AGREEMENT TO BE FILED WITH COUNTY AUDITOR OR PUBLISHED ON WEB SITE. Pursuant to RCW 39.34.040, this Inter-local Agreement shall be filed by Mason Fire 2 and CMFE with the Mason County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each party on its web site or other electronically retrievable public source. Thereafter, each party shall notify the other of the method by which it published this agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate (with each party to retain an original hereof) to evidence their respective consent to all terms hereof. CMFE approved and authorized its Fire Chief to sign the same on its behalf at its regularly scheduled Commission meeting held on the 7th day of March, 2012, and Mason Fire 2 approved and authorized its Fire Chief to sign the same on its behalf at its regularly scheduled Commission meeting held on the 13th day of March, 2012.

MASON COUNTY FIRE DISTRICT 2

by: 
_____ **BEAU BAKKEN**, Fire Chief

Date: 3-19-12

CENTRAL MASON FIRE AND EMS

by: 
_____ **TIM MCKERN**, Fire Chief

Date: 03/13/2012

ATTACHMENT A: AREA DEFINITION

The area that is referred to in this agreement is defined as the area which is located within the southwest one quarter (1/4) of Section 18, Township 22 North, Range 1 W.

The area includes the properties located off of the following roads (within the defined area):

- East Richardson Road
- East Green Bluff Court
- East Sapphire Court
- East Blackhawk Court

Return to RP

2-S SOUTH SHORE

		TONES	UNITS	2nd	3rd
AID	level I	DIST-2, SS CRT	A-21, SSCRT	DIST 2, A-61	DIST 2, A-53
	level II	DIST-2, SS CRT	A-21, SSCRT	DIST 2, M-51, A-61	DIST 2, M-54, A-53
	level III	DIST-2, SS CRT	M-21, A-21, SSCRT	DIST 2, M-51, A-61	DIST 2, M-54, A-53
	level III+	DIST-2, SS CRT	M-21, A-21, E-21, SSCRT	DIST 2, M-51, A-61	DIST 2, M-54, A-53
MVA	Non Injury	DIST-2, SS CRT	E-21, SSCRT	DIST 2, E-61	DIST 2, E-53
	Poss. Inj.	DIST-2, SS CRT	A-27, E-21, SSCRT	DIST 2, A-61, E-53	DIST 2, E-61, A-61
	Injury	DIST-2, SS CRT	E21, M-21, A-27, SS CRT	DIST 2, M-51, E-61	DIST 2, M-54, E-53
	Extrication	DIST-2, SS CRT	COM2, E21, M-21, A-27, E-61 SS CRT	DIST 2, M-51, E-53	DIST 2, M-54, KITSAP E-16
RESCUE		DIST-2, SS CRT	COM2, M-21, A-27, E-21, E-61, SS CRT	DIST 2 M-51, E-53	DIST 2, M-54, KITSAP E 10
MCI		MCI INNER CARD			
FIRE	Class I	DIST-2, SS CRT	E21, SSCRT	DIST-2, E61	DIST 2, E53
	Class II	DIST-2, SS CRT	E21, M21, SSCRT	DIST-2, T57, E61	DIST 2, E53
	Class III	DIST-2, DIST-2 COM, SSCRT	COM2, E21, M21, SSCRT	DIST-2, T57, E61	DIST 2, E53
	Class IV	DIST-2, COM2, SSCRT, ALPHAPAGE, PUD.	COM2, E21, E27, M21, T21, Tac53, E61, SSCRT	E53, M51, T31, KITSAP E16, Support Trailer, T22	STRUCTURE TASK FORCE
	Class V	DIST-2, COM2, SSCRT, ALPHAPAGE, PUD.	COM2, E21, M21, A21, T21, Tac53, E61, SSCRT	E53, M51, T31, KITSAP E16, Support Trailer, T22	STRUCTURE TASK FORCE
Structural Task Force	DIST-3, A1, COM-4, DIST-6, DIST-8, KITSAP FOR STRUCTURE STRIKE TEAM	E-51, E-61, T-31, T-61, KITSAP STRUCTURE ENGINES			
BRUSH	Brush I	DIST-2, SSCRT, DNR	B21, SSCRT	DIST 2, E21	DIST 2, B61
	Brush II	DIST-2, COM2, SSCRT DNR	COM2, B21, E21, T21 SS CRT	DIST-2, B61, T57, MANPOWER ALPHAPAGE	WILDLAND TASK FORCE
	Brush III	DIST-2, COM2, SS CRT, DNR	COM2, B21, E21, T21 SS CRT	DIST-2, B61, T57, MANPOWER ALPHAPAGE	WILDLAND TASK FORCE
Wildland Task Force	DIST-3, A1, A2, COM-5, DIST-6, KITSAP FOR BRUSH TASK FORCE	B-31, B-53, T-51, T-61, KITSAP BRUSH/ENGINES			
BURN/SMOKE COMP. SERVICE	DIST-2, SSCRT	E21, SSCRT			
CITIZEN ASSIST	DIST-2, SSCRT	E21, SSCRT			
EXPECTED DEATH SEARCH	DIST-2, SSCRT	A21, SSCRT			
DRUG LAB	DIST-2, COM2, SSCRT	M21, SSCRT			
DRUG LAB	CALL COMMAND OFFICER	COM2, E21, SSCRT			
Strike Teams					
ENGINES	DIST-3, A1, COM-5, DIST-6, DIST-8, KITSAP FOR ENGINE	E-31, E-51, E-61, E-81, KITSAP ENGINE			
TENDERS	DIST-3, A1, COM-5, DIST-6, DIST-8, KITSAP FOR TENDER	T-31, T-51, T-61, T-81, KITSAP TENDER			
ALS UNITS	MCMO, MED-5, COM-5, KITSAP FOR MEDIC	M-15-1, M-51, M-54, M-53, KITSAP MEDIC			
BLS UNITS	DIST-3, A1, COM-5, DIST-6, DIST-8, KITSAP FOR BLS	A-31, A-51, A-61, A-81, KITSAP BLS			
BRUSH UNITS	DIST-3, A2, COM-5, DIST-6, DIST-8, KITSAP FOR BRUSH	B-31, B-53, B-61, B-81, KITSAP BRUSH			
RESCUE/EXTRICATION UNITS	DIST-3, A2, COM-5, DIST-6, KITSAP 7, PIERCE FOR RESCUE	E-31, E-1A1R-53, E-61, KITSAP, PIERCE FOR RESCUE			