

After recording return to:

Central Kitsap Fire and Rescue
5300 NW Newberry Hill Rd., Suite 101
Silverdale, WA. 98383

CENTRAL KITSAP FIRE 201201050178

Agreement Rec Fee: \$ 66.00

01/05/2012 04:46 PM

Walter Washington, Kitsap Co Auditor

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**MUTUAL AID AGREEMENT
BETWEEN
MASON COUNTY FIRE PROTECTION NO. 2
&
CENTRAL KITSAP FIRE & RESCUE**

Summary for Recorder's Use (RCW 65.04.045):

1. **Reference Number** of document being terminated: Not Applicable.
2. **Grantors:**
 1. CENTRAL KITSAP FIRE & RESCUE, a Washington municipal corporation;
 2. MASON COUNTY FIRE PROTECTION DISTRICT NO. 2, a Washington municipal corporation.
3. **Grantees:**
 1. CENTRAL KITSAP FIRE & RESCUE, 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 KITSAP FIRE & RESCUE** ("Central Kitsap Fire"), 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

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MASON FIRE 2 & CENTRAL KITSAP FIRE

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medical service ("EMS") personnel who are trained to provide various levels of emergency medical services.

Mason Fire 2 and Central Kitsap Fire 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 a major fire, disaster, or other emergency in a party's service boundaries, that party may seek the assistance of the other to provide supplemental fire suppression and emergency medical service's so its citizens may be served in the fastest and best manner reasonably possible.

It is the purpose of this Agreement to establish reciprocal mutual aid services between the parties to afford greater and more efficient fire suppression and emergency medical services to each.

It is understood and agreed that all personnel, resources and services provided hereunder from one party to the other at any given time, are furnished and/or supplied voluntarily and at the sole discretion of the furnishing party. The furnishing party shall always have the primary goal of insuring its personnel and resources are available to respond to the needs of its own constituency.

Refusal or failure of a party hereunder to provide aid to the other shall not result in any liability for the party who did not provide such aid. The party requesting aid shall hold harmless the party which refused to furnish or failed to provide such aid from any and all liability of every kind and nature incurred thereby.

This Agreement shall be effective on **JANUARY 1, 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. **MUTUAL AID**. Each party shall provide available services and resources as requested by the other party ("requesting party") to those areas in the requesting party's service boundaries as requested. Requested services shall consist of such equipment and manpower as may be needed by the requesting party and as is reasonably available from the responding party as determined by the responding party in its sole discretion.

2. **RENDERING OF AID NOT MANDATORY.** The rendering of assistance under this Agreement shall not be mandatory; the party receiving a request to respond shall inform the requesting party as soon as reasonably possible if for any reason the requested assistance will not be provided. The officer in charge of a responding party shall have the right to determine the ability and priority of providing assistance under this Agreement should his/her Fire Department already be committed to an emergency within its service area requiring the said resources and/or personnel sought by the requesting party.

3. **INFORMATION ACCOMPANYING REQUEST / USE OF ICS.** Any request for 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. Provided, however, under all circumstances, the amount and type of equipment, and the number and type of personnel to be furnished, shall be determined by the responding party's representative. The parties shall use the Incident Command System ("ICS") for all mutual responses.

4. **REPORTING REQUIREMENTS AT INCIDENT.** The responding party shall report to the officer in charge of the requesting party at the location where the equipment and personnel is dispatched, and shall be subject to the orders of that official; provided, however, when reasonably possible, the officer in charge of a responding piece of apparatus and response personnel should remain in command of that apparatus and his/her personnel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, the officer in charge of a responding party's equipment and personnel may, in the exercise of his/her best judgment and discretion, refuse to commit personnel, equipment, or both, to a position or task that he/she determines possesses the reasonable potential to unreasonably imperil his/her Fire Department's personnel and/or equipment.

5. **REQUESTING PARTY INCIDENT RELEASE.** The responding party shall be released by the requesting party when: its services are no longer reasonably required; or when the responding party must use the committed resources/personnel to respond into its own service area.

6. **DURATION OF AGREEMENT.** This Agreement shall commence on **January 1, 2012**, and will be in effect indefinitely unless terminated by either party in accordance with section 8 entitled "Termination".

7. **TERMINATION.** This Agreement may be terminated by either party after first providing to the other party a thirty (30) 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.

8. **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 Department 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.

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

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

11. **TERMINATION OF PRIOR MUTUAL AID AGREEMENTS.** This Mutual Aid Agreement shall serve to replace and terminate any prior mutual aid type agreements entered into between these parties as of the effective date hereof.

12. **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.

13. **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.

14. **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 Central Kitsap Fire with the Kitsap County Auditor and by Mason Fire 2 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. Central Kitsap Fire approved and authorized its Fire Chief to sign the same on its behalf at its regularly scheduled Commission meeting held on the 14th day of November, 2011, and Mason 2 Fire approved and authorized its Fire Chief to sign the same on its behalf at its regularly scheduled Commission meeting held on the 14th day of December, 2011.

MASON COUNTY FIRE DISTRICT 2

by: 
BEAU BAKKEN, Fire Chief

Date: 11-22-11

CENTRAL KITSAP FIRE & RESCUE

by: 
ROY E. LUSK, Fire Chief

Date: 11-18-11