

RESOLUTION NO. 2002

A RESOLUTION OF THE CITY OF KIRKLAND, AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A KING COUNTY MUTUAL AID AGREEMENT.

WHEREAS, it is found to be necessary that all of the resources and facilities of King County, its various departments and agencies, and all of its municipal corporations and other public agencies be made available to prevent and combat the effects of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

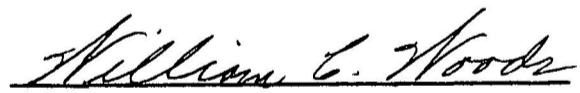
WHEREAS, It is desirable that each of said governmental units and agencies should voluntarily aid and assist each other in the event that a disaster should occur by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a county-wide basis;


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland a King County Mutual Aid Agreement substantially in the form attached to this resolution and by this reference made a part hereof.

ADOPTED BY MAJORITY VOTE of the Kirkland City Council in regular meeting on the 5th day of August, 1968.


Mayor

ATTEST:


Director of Administration and Finance
(ex officio City Clerk)

KING COUNTY
MUTUAL AID AGREEMENT

This agreement made and entered into by and between the County of King, its various departments and agencies, and the municipal corporations, and other public agencies within the County of King.

WITNESSETH:

WHEREAS, It is necessary that all of the resources and facilities of the County, its various departments and agencies, and all its municipal corporations, and other public agencies, be made available to prevent and combat the effects of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, It is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a county-wide basis;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.

2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly provided for by the parties to this agreement and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a STATE OF EMERGENCY has been proclaimed.

5. It is expressly understood that the responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans.

6. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision, or modification thereof, shall not effect the operation of this agreement and the other operational plans adopted pursuant thereto.

7. Any party may at any time by resolution or notice given to the Chairman, Board of King County Commissioners, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the Commissioners.

8. Whenever any public employee of a city or the county, dies or is disabled from performing his duties by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators or protection or preservation of life or property, or the preservation of the peace anywhere in the county including the local jurisdiction in which he is employed, but is not at the time acting under the immediate direction of his employer, he or his dependents, as the case may be, shall be accorded by his employer the same benefits which he or they would have received had that public employee been acting under the immediate direction of his employer.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of CITY OF KIRKLAND

Allen B. Beck
Mayor/City Manager

Date: August 15, 1968

Attest:

George E. Anderson
City Clerk

Approved:

Harold R. Lane
Chief of Police

County of King
Board of County Commissioners

Chairman

Commissioner

Commissioner

Date: _____

Attest:

Robert A. Morris
Clerk of the Board

By _____
Deputy

Approved:

Sheriff of King County