

RESOLUTION NO. R - 2635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING IN SUBSTANCE A PROPOSED MUTUAL AID AGREEMENT FOR FIRE AND EMERGENCY AID ASSISTANCE WITH THE CITY OF BOTHELL AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT THEREFORE.

WHEREAS, the cities of Kirkland and Bothell each maintain equipment and personnel for suppression of fires, emergency medical aid, transportation of the sick or injured, and other emergencies within their own jurisdictions, and

WHEREAS, both cities desire to augment the fire protection and emergency service available in their jurisdiction in the event of large fires, disasters and other emergencies, and

WHEREAS, the lands or districts of the two cities are adjacent so that mutual assistance in a fire or other emergency is feasible, and

WHEREAS, both parties deem it to be sound, desirable, practicable, and beneficial for the two cities to enter into an agreement to render assistance to one another in accordance therewith.

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

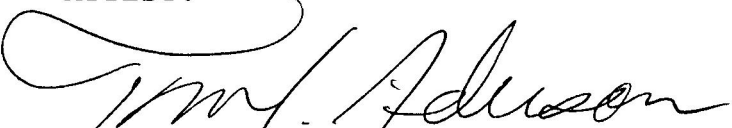
Section 1. The proposed and mutual aid agreement between the City of Kirkland and the City of Bothell, a copy of which is attached to the original of this resolution, is approved in substance, and the mayor of the City of Kirkland is hereby authorized and directed to sign such an agreement with the City of Bothell at such time as the Director of Fire Services for the City of Kirkland shall so recommend.

PASSED BY MAJORITY VOTE of the Kirkland City Council in regular open meeting on the 16th day of July, 1979.

SIGNED IN AUTHENTICATION thereof on the 16th day of July, 1979.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this day between the City of Kirkland and the City of Bothell, Washington.

WHEREAS, each of the parties hereto maintains equipment and personnel for suppression of fires, emergency medical aid, transportation of the sick or injured and other emergencies within its own jurisdiction, and

WHEREAS, the parties hereto desire to augment the fire protection and emergency service available in their jurisdiction in the event of large fires, disasters and other emergencies, and

WHEREAS, the lands or districts of the parties hereto are adjacent so that mutual assistance in a fire or other emergency is feasible, and

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties of this Agreement to render assistance to one another in accordance with these terms:

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The commanding officers of the respective Fire departments or their authorized subordinates, may request assistance at any fire, disaster or other emergency. The commanding officer or an authorized subordinate of the party receiving the request shall take the following action:

- a. Immediately determine if apparatus and personnel can be spared in response to the call.
- b. Determine what apparatus and personnel might most effectively be dispatched.
- c. Forthwith dispatch such apparatus and personnel as requested by the calling department, if available, with instruction as to the mission to be assigned in accordance with plans and procedures of operation established in paragraph number 7 of this Agreement.

2. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if for any reason, assistance cannot be rendered.

3. All services performed under this Agreement shall be rendered without reimbursement by either party.

4. Each party to this Agreement shall maintain its own public liability and property damage insurance, and each party agrees to indemnify, defend and hold the other harmless from any and all claims for damages due to the acts or omissions of the parties responsible personnel. It is expressly understood that neither party shall be responsible to provide the other's employees with coverage required under Chapter 41.26 RCW, as now exists or is hereafter amended.

5. The commanding officer of the fire department requesting assistance shall assume overall charge of the apparatus, personnel and equipment of the agency rendering assistance, until he releases the same from the scene. The fire officer in charge at the scene shall release the responding parties equipment and personnel at the earliest time that it can be safely done.

6. The chief fire officers and personnel of the fire departments of both parties to this Agreement shall on a reciprocal basis, visit each other's departments for guided familiarization tours consistent with local security requirements and, as feasible, jointly conduct pre-fire planning inspections and drills.

7. The commanding officers of the fire departments of the parties to this Agreement are authorized to draft detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations

shall become effective upon ratification by the respective commanding officers.

8. This Agreement shall become effective upon the date hereof and shall remain in full effect and force until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party giving thirty (30) days notice of said cancellation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1979.

CITY OF KIRKLAND:

s/ Robert L. Hein  
MAYOR

s/ Tom J. Anderson  
CITY CLERK

CITY OF BOTHELL:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK