

RESOLUTION R - 3565

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF KIRKLAND TO SIGN ON BEHALF OF THE CITY, THAT CERTAIN MUTUAL ASSISTANCE AGREEMENT BETWEEN KING COUNTY MUNICIPAL CORPORATIONS.

Whereas, the governing bodies of the City of Kirkland and other King County municipal corporations are interested in the efficient provision of emergency services; and

Whereas, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the provision of emergency services; and

Whereas, an interlocal governmental agreement would allow and encourage municipal corporations to work together in providing emergency services, now, therefore

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1: The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland that certain interlocal governmental agreement, as set forth in Exhibit A to this resolution, and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 5th day of December, 1989.

Signed in authentication thereof this 5th day of December, 1989.

  
MAYOR

ATTEST:

  
City Clerk

KING COUNTY WASHINGTON  
MUTUAL ASSISTANCE AND  
INTER LOCAL GOVERNMENTAL AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT is effective this 6th day of December, 1989, by and between the following King County Municipal Corporations including without limitations: Cities, towns, Fire Protection Districts; the Port of Seattle, King County Governmental Divisions and other special districts which may have or develop an interest in the control of fire, fire prevention, emergency medical services, and/or other emergency support.

In addition to the stated purpose above, there is also hereby created by and between the signatory parties thereto an Inter Local Governmental Agreement pursuant to the provisions of Chapter 39.34 R.C.W. The purpose of this section is to allow the parties hereto to share in the purchasing power of each other provided such purchasing is otherwise authorized by law. There is not hereby created any separate legal or administrative entity as might be provided by referenced Chapter 39.34 R.C.W. There is created hereby a Secretary Administrator, herein after referred to as the Administrator, as required by R.C.W. 39.34.030 subdivision (4), (a) who shall be empowered to act on behalf of the parties hereto as specified in Section 9 of this agreement. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property as allowed in R.C.W. 39.34.030 subdivision (4), (b).

This agreement is entered into under the authority of R.C.W. 52.08.030(3) and R.C.W. 39.34.

1. Each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical services, and/or other emergency support.
2. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party to this agreement, to provide supplemental fire suppression, emergency medical service equipment and personnel, and or other emergency support.

3. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual assistance to another.

The parties hereto, subject to the terms of this agreement, 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 or Incident Commander of the governmental agency unit at the scene of an emergency within the boundaries of their jurisdiction is authorized to request assistance from any party to this agreement 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 governmental agency.
2. RESPONSE TO REQUEST. Upon receipt of such 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 type of the equipment and number of personnel available.
  - B. Determine what available equipment and what available personnel should be dispatched in accordance with the 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 Incident Commander at the scene 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. LIABILITY. The parties agree that the department assuming command control at the scene shall assume liability for and hold all other parties harmless from all liabilities which arise out of command decisions or judgements.

Subject to the above, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other parties hereto harmless therefrom as to actions relating to performance under this agreement.

5. COMPENSATION. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party.

6. INSURANCE. Each party agrees to maintain adequate insurance coverage for its own equipment personnel.

7. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and 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.

8. SHARED PURCHASING. Each party hereto may while preparing requests for price quotations or calling for sealed bids in accordance with law include stipulations requiring the eventual supplier or successful bidder to supply additional quantities of like material or goods or furnish additional like services to any other parties to this agreement as allowed by R.C.W. 39.34.
9. DOCUMENT CONTROL - EXECUTION. The parties agree that there shall be duplicate copies of this agreement produced and distributed for signature by the necessary officials to bind each party. Upon execution, the executed duplicate original hereof shall be returned to the office of the King County Fire Chiefs Association, which party shall act as Administrator hereunder for the sole purpose of maintaining this document in one place and available to all parties. The executed duplicated originals will be stamped on receipt by the Administrator to show the date of receipt. This agreement shall become binding as to each party hereto as of the date of filing with the Administrator as described above. Upon receipt by the Administrator of the executed duplicate originals, each such duplicate original shall form and become a part of one instrument, binding on all parties.
10. TERMINATION. This agreement shall remain in full force and effect unless and until terminated as follows:
- A. Written notice shall be served by any party hereto upon any other party or parties of its intention to terminate the agreement as to the party or parties so notified. Such notice shall be served not less than thirty days prior to the termination date set forth therein, and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing.

B. Termination of the agreement between parties affected by such notification shall not affect the continuation of the agreement as to any party hereto not indicating an intention to withdraw as provided herein.

C. Termination of the relationship effected by this agreement shall not preclude future agreements for mutual aid between the parties terminated hereunder.

11. AGREEMENT NOT EXCLUSIVE. This agreement is not intended to be exclusive as between the several parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into separate mutual assistance agreement with any other party or parties. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained; provided, that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to Section 10 of this agreement.

KING COUNTY FIRE PROTECTION  
DISTRICT NO. \_\_\_\_\_

and/or

CITY OF Kirkland  
WASHINGTON

By \_\_\_\_\_  
Chairman of the Board

By Louis Cooper  
Mayor

By \_\_\_\_\_  
Secretary

By Janet Haney  
City Clerk

\_\_\_\_\_

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Title