

**RESOLUTION R-3706**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH KING COUNTY APPOINTING THE COUNTY TO ACT AS THE CITY'S AGENT TO ENTER INTO A MUTUAL AID AGREEMENT WITH LOCAL EMERGENCY MANAGEMENT ORGANIZATIONS.**

**WHEREAS, RCW 38.52.090(1) and Chapter 39 34 RCW authorize the development of mutual aid arrangements between local emergency management organizations and other public and private agencies to provide for reciprocal emergency management aid and assistance in the case of disaster too great to be dealt with unassisted, and**

**WHEREAS, the City Council finds it desirable and in the City's best interest to use the services of the King County Department of Emergency Management to act as a centralized coordinator to facilitate mutual aid arrangements between the City's director of emergency management and directors of other local emergency management organizations in the State of Washington; and**

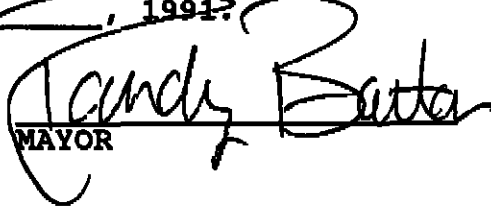
**WHEREAS, the Kirkland Department of Emergency Services recommends that the City enter into said Agreement, Now, Therefore,**

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

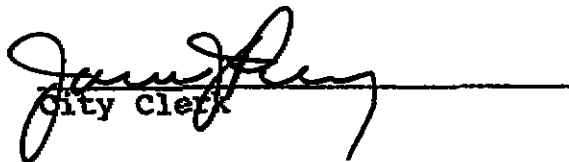
**Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain interlocal agreement between the City of Kirkland and King County, as set forth in Exhibit A to this Resolution and by this reference incorporated herein**

Passed by majority vote of the Kirkland  
City Council in regular, open meeting this  
5th day of November, 1991.

Signed in authentication thereof this 5th  
day of November, 1991.

  
MAYOR

ATTEST

  
City Clerk

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**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF KIRKLAND  
AND KING COUNTY FOR APPOINTMENT OF AGENT AND AUTHORIZATION  
TO ENTER INTO MUTUAL AID AGREEMENT FOR IMPLEMENTATION OF  
MUTUAL AID FIRE RESOURCES PLANS**

THE PARTIES to this agreement are the City of Kirkland (City), and King County (County) acting by and through the King County Department of Emergency Management.

WHEREAS, RCW 38.52 090(1) and Chapter 39.34 RCW authorize the development of mutual aid arrangements between local emergency management organizations and other public and private agencies to provide for reciprocal emergency management aid and assistance in the case of disasters too great to be dealt with unassisted; and

WHEREAS, the City finds it desirable and in its best interest to use the services of the County's Department of Emergency Management to act as a centralized coordinator to facilitate mutual aid arrangements between the City's Director of Emergency Management and Directors of other local emergency management organizations in the State of Washington, NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City appoints and the County agrees to act as the City's agent for the sole purpose of executing, on behalf of the City, a FIRE RESOURCES MUTUAL AID MASTER AGREEMENT, substantially in the form attached hereto as Exhibit "A", with other local emergency management organizations in the State of Washington, to implement Mutual Aid Fire Resource Plans to be developed by such organizations
2. The City agrees to hold the County harmless from any claim filed against the County alleging damage or injury arising from the County's execution of the FIRE RESOURCES MUTUAL AID MASTER AGREEMENT
3. Because additional emergency management organizations may, from time to time, elect to become a party to the FIRE RESOURCES MUTUAL AID MASTER AGREEMENT, this Agreement for Appointment of Agent shall remain in effect indefinitely to enable such additional organizations to join in the Master Agreement as contemplated in paragraph 7 thereof; provided, however, this Agreement for Appointment of Agent may be terminated and revoked by either party at the expiration of thirty (30) days following receipt of written notice to the other party.

4. Any amendment to this agreement must be in writing executed by authorized representatives of the parties.
5. This document constitutes the entire agreement between the parties and supersedes any and all prior written understandings or agreements of the parties with respect to the appointment and authorization herein.

CITY OF KIRKLAND

KING COUNTY

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Notices:

Kirkland Fire Department  
123 Fifth Avenue  
Kirkland, Washington 98033

Address for Notices.

King County DEM  
16623 S.E. 176th Place  
Renton, Washington 98055

Attested:

Approved as to Form:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
King County Office of  
Prosecuting Attorney

Recommended By:

\_\_\_\_\_  
James Montgomery  
Director King County  
Department of Emergency  
Management

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## FIRE RESOURCES MUTUAL AID MASTER AGREEMENT

THIS AGREEMENT is executed by Pierce County through its Department of Emergency Management acting as agent for each of the Pierce County Fire Districts and Fire Departments listed on Exhibit "P" attached hereto and by this reference incorporated herein and by the King County Department of Emergency Management, acting as agent for each of the King County Fire Districts and Fire Departments listed on Exhibit "K" attached hereto and by this reference incorporated herein. The fire districts/departments listed on Exhibits "P" and "K" are the parties to this agreement, the respective Departments of Emergency Management are the agents of the parties.

WHEREAS, each of the fire districts/departments have specifically authorized a respective Department of Emergency Management to act on its behalf for the purpose of entering into this agreement as authorized by RCW 38 52 090(1), and,

WHEREAS, it is the purpose of this agreement to facilitate mutual aid agreements between each of the fire districts/departments with each of the other fire districts/departments, including those districts within the same County, and to accomplish these arrangements with a minimum number of agreements through the use of one centralized master agreement, NOW, THEREFORE,

EACH OF THE FIRE DISTRICTS/DEPARTMENTS LISTED ON EXHIBITS "P" AND "K" AGREE AS FOLLOWS

### 1 DEVELOPMENT OF AN OPERATION PLAN

Each party to this agreement shall assist in the development of a plan providing guidance for the mobilization and utilization of fire service resources to cope with agreed to types of emergency/disaster situations, listing the personnel, resources and services that can be made available by the parties to this agreement, and indicating the method and manner by which such personnel, resources and services may be utilized by the other party(s). Such plan shall also document the amount and manner of payment and/or compensation for the utilization of such personnel, resources and services, if appropriate.

### 2 FURNISH PERSONNEL RESOURCES OR SERVICES

Each party to this agreement agrees to furnish those personnel, resources and services to each other party hereto as outlined in the Mutual Aid Fire Resources Plan.

**3      NO REQUIREMENT TO RENDER AID**

It is hereby understood that unless the adopted Mutual Aid Fire Resources Plan dictates otherwise, all personnel, resources and services provided under the terms of this agreement are furnished and/or supplied voluntarily and at the discretion of the furnishing agency. The furnishing agency shall have the primary interest of protecting its own constituency.

Refusal or failure of a party to this agreement to provide aid requested by another party shall not result in any liability for the party which did not provide such aid. The party requesting aid shall hold harmless the party which refused or failed to provide such aid from any liability incurred thereby.

**4      AGREEMENT NOT EXCLUSIVE**

It is hereby understood that the agreements entered into hereunder and the corresponding Mutual Aid Fire Resources Plan adopted shall not supplant preexisting mutual aid agreements nor deny the right of any party hereto to negotiate supplemental mutual aid agreements.

**5      STATUTORY REQUIREMENTS**

Mutual aid extended pursuant to this agreement shall be furnished in accordance with the provisions of Chapter 38.52 RCW, Washington Administrative Code (WAC) 118.04, and other applicable law.

**6      DATE EFFECTIVE**

This agreement shall be effective as to each party when each party has duly approved the same and has filed notice with the state of Washington Department of Community Development, Division of Emergency Management. Said agreement shall be operative and binding until terminated by said participants.

**7      ADDITIONAL PARTIES**

It is anticipated that from time to time additional fire districts within King or Pierce County may wish to join in this agreement. In the event any fire district or department within either of the Counties not a party to this agreement wishes to join as a party to this agreement and that fire district has appointed its County's Department of Emergency (DEM) Management as its agent and authorized its DEM to enter into this agreement, then that DEM shall send a proposed amendment to the other DEM for review and approval, if appropriate.

If approved, the respective DEM's shall execute a written amendment adding the additional fire district and shall notify each of the fire district or fire department parties to this agreement of the amendment.

**8 TERMINATION**

A. This agreement shall remain in full force and effect unless and until terminated as follows any party to this agreement may withdraw from the same at any time by giving thirty (30) days written notice to the appropriate Department of Emergency Management, the state of Washington Department of Community Development, Division of Emergency Management

B Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing

**PIERCE COUNTY**

\_\_\_\_\_  
JOE STORTINI  
Pierce County Executive

\_\_\_\_\_  
DATE

\_\_\_\_\_  
William Lokey, Director  
Pierce County Department of Emergency Management

\_\_\_\_\_  
DATE

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
DATE

**KING COUNTY**

\_\_\_\_\_  
TIM HILL  
King County Executive

\_\_\_\_\_  
DATE

\_\_\_\_\_  
James E Montgomery  
Sheriff-Director, King County Department of Public Safety

\_\_\_\_\_  
DATE

APPROVED AS TO FORM.

\_\_\_\_\_  
Office of the Proscuting Attorney

\_\_\_\_\_  
DATE

**FIRE RESOURCES MUTUAL AID MASTER AGREEMENT**

**EXHIBIT "P"**

**FIRE DISTRICT**

**DATE**



FIRE RESOURCES MUTUAL AID MASTER AGREEMENT

EXHIBIT "K"

FIRE DISTRICT

DATE