

RESOLUTION R- 4566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL ASSISTANCE AND INTERLOCAL AGREEMENT BETWEEN ALL KING COUNTY MUNICIPAL CORPORATIONS WHICH MAY HAVE OR DEVELOP AN INTEREST IN THE CONTROL OF FIRE, FIRE PREVENTION, EMERGENCY MEDICAL SERVICES, AND/OR OTHER EMERGENCY SUPPORT.

WHEREAS, each of the parties owns and maintains equipment and apparatus for the suppression of fires and for the supplying of emergency medical services (EMS) and responses to other situations or events which are hazardous to the public; and

WHEREAS, each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and responses to other hazardous conditions; and

WHEREAS, 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 and EMS equipment and personnel, and

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid to the other parties; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to RCW Chapter 39.34; the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City a Mutual Assistance and Interlocal Agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 18th day of April, 2006.

Signed in authentication thereof this 18th day of April, 2006.


MAYOR

Attest:


City Clerk

Reso\KC Mutual Aid Interlocal

EXHIBIT A

KING COUNTY, WASHINGTON MUTUAL ASSISTANCE AND INTERLOCAL AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT is effective this ____ day of January, 2006, by and between the following King County municipal corporations including without limitation: 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 hereto an Interlocal 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, hereinafter 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 pursuant to the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act, together with the authority of RCW 35.84.040 (use of fire

apparatus beyond city limits), RCW 52.12.031 (joint operations) and RCW 52.12.111 (use of equipment and personnel outside district-governmental function).

RECITALS

1. Each of the parties owns and maintains equipment and apparatus for the suppression of fires and for the supplying of emergency medical services (EMS) and responses to other situations/events which are hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and responses to other hazardous conditions.

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 and EMS equipment and personnel.

3. Each of the parties may have the necessary equipment and personnel to enable it to provide such service to another party 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 aid to other parties.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and performance, contained herein, the parties hereto mutually agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an EMS 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 party's fire department.

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/or personnel available to respond to the requesting party and determine the type of 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. Dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

3. **Command Responsibility.** Command responsibility at the scene rests with the requesting party. The incident commander 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, defend, indemnify and hold all other parties harmless from all liabilities or claims which arise out of command decisions or judgments. Subject to the above, each party hereto agrees to assume responsibility for

liabilities arising out of the actions of its own personnel and to defend, indemnify and hold the other parties hereto harmless therefrom, as to each party's (or their agents or employees) own 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 any party requesting assistance, provided that agencies requesting assistance shall provide motor fuel, lubricating oil, welfare items for firefighters, and other consumables to the extent of supplies available. All involved personnel shall exercise due diligence to salvage lost or damaged equipment, ensuring that it is returned to its rightful owner.

6. **Insurance.** Each party agrees to maintain adequate automobile and commercial general liability insurance coverage for its own equipment and personnel, covering their operations. Limits of each coverage should be no less than \$1 million combined single limit.

7. **Pre-emergency Planning.** The Fire Chiefs or command officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate: the types of and locations of potential problem areas where emergency assistance may be needed and/or the type of equipment and/or number of personnel that should be dispatched under various possible circumstances. The plans shall take into consideration and insure proper protection by the responding party of its own geographical area. Under this section, the parties may establish automatic aid arrangements, with pre-determined "run cards" or other means of computer-aided dispatch in designated, agreed areas.

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 of Counterparts.** 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 duplicate 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. **Duration.** The duration or term of this agreement shall be for one year, commencing upon the date of execution of the second party to execute this agreement. **Provided**, that the agreement shall be automatically renewed annually for one year thereafter, as to any party that has not terminated their participation in the agreement pursuant to the provisions herein as to termination. The agreement may be reviewed annually by any or all of the parties to assess the need for changes or decide upon termination.

11. **Termination.** Participation in this agreement may be terminated by any party, by providing notice to all the other parties in writing at least 60 days prior to the termination date chosen by such party. Such termination shall not affect the continuation of the agreement as between the remaining parties, nor shall such termination preclude future agreements for mutual aid involve the terminating party.

12. **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.

13. **No Third Party Beneficiary.** Nothing in this agreement shall be interpreted to create any rights in favor of any third party, who is not a party to this agreement.

14. **Filing.** As provided by RCW 39.34.040, this agreement should be filed with the clerks of the participating Cities, the Secretary of the Districts, and the County Auditor.

15. **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.

IN WITNESS WHEREOF, the parties hereto have set their corporate names by
their duly authorized officers, or members of their governing bodies, the day and
year written below.

KING COUNTY FIRE PROTECTION
DISTRICT NO. _____

and/or

CITY OF _____
WASHINGTON

By _____
Chairman of the Board

By _____
Mayor

By _____
Secretary

By _____
City Clerk

By _____
Title

Title