

RESOLUTION R-4672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND OTHER PARTICIPATING AGENCIES FOR THE PROVIDING OF AUTOMATIC AID AND TRAINING COOPERATION WITH RESPECT TO FIRE AND EMERGENCY MEDICAL SERVICES; AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the participating agencies each desire to assist the other, when needed, with respect to providing fire and emergency medical services; and

WHEREAS, the participating agencies each desire to cooperate and participate with each other with respect to training;

WHEREAS, the participating agencies are authorized to enter into this Agreement pursuant to RCW 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 an 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 16th day of October, 2007.

Signed in authentication thereof this 16th day of October, 2007.

DEPUTY MAYOR

Attest:

Kathie Anderson
City Clerk

**INTERLOCAL AGREEMENT
AUTOMATIC AID and Training Cooperation AGREEMENT**

This agreement is entered into between various King County local government agencies, all of which are municipal corporations of the State of Washington.

This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and RCW 52.12.031(3).

RECITALS

A. Each of the parties owns and maintains apparatus and equipment for the suppression of fires and for the supplying of emergency medical services and responses to other situations, which may be hazardous to the public. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services and response to other hazardous conditions.

B. Each of the parties is so situated as to be capable of providing fire suppression and/or emergency medical services to one or more other agencies in King County, Zone 1, and/or in portions of another party's service area.

C. Each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party in the event of such an emergency.

D. Each of the parties has a need to be trained and prepared to respond to emergencies.

E. The geographical boundaries of each party are located so as to enable each party to render automatic aid service to certain other parties in described areas.

The parties 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. Purpose of Agreement. The purpose and intent of this agreement is to provide for dispatch of the nearest available units, within Zone 1, to all parties to the agreement. Eastside Communications Center, operated by the City of Bellevue Police Department, will automatically dispatch the nearest available unit to all emergency responses, as established by each fire department's response plan. Training with participating agencies is necessary to enhance the abilities of those agencies.

2. Compensation. Each party agrees not to seek compensation for services rendered under this agreement. The mutual consideration supporting this agreement is the reciprocal services provided by each agency to the other parties; provided, however, that upon request by a responding agency, the party requesting assistance shall attempt to obtain financial assistance from federal and State agencies where such assistance is available to reimburse the assisting party for losses or damages incurred in supplying aid under this agreement.

3. Command Responsibility at Emergency Scene. Command responsibility at the scene rests with the party whose personnel are dispatched with the nearest available unit. Incidents shall be managed using the Incident Command System in compliance with the National Incident Management System (NIMS). All responding equipment and personnel shall fall under the authority of the incident commander. The equipment and personnel of any responding party shall be released from service and returned to the responding party by the incident commander as soon as conditions warrant.

4. **Impact.** A jurisdiction utilizing automatic aid from a neighboring jurisdiction must consult with the affected jurisdiction prior to implementing response plan changes. When impacts are deemed to be overwhelming to one agency, either agency may request a revision to the response plans.

5. 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 arising out of command decisions or judgments.

When training at a location owned or managed by another department, visiting departments maintain responsibility for their personnel, apparatus, and equipment. Departments will defend, indemnify and hold all other parties harmless from all liabilities stemming from training activities.

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 own actions relating to performance under this agreement.

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 such coverage should be no less than \$2,000,000.00 combined single limit per occurrence.

7. Pre-emergency Planning/Training/First Response. The 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; the type of equipment that should be dispatched under various possible

circumstances. Such plans shall take into consideration and ensure proper protection by the responding party of its own geographical area.

8. Duration. The duration of this agreement shall be for one year commencing from the date of filing. However, the agreement shall be automatically continued from year to year unless terminated as provided below.

9. Termination. This agreement shall remain in full force and effect unless and until terminated as follows:

9.1 Written notice shall be served by any party hereto upon all parties of its intention to terminate the agreement. 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.

9.2 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.

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

10. 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 aid agreements 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 8 of this agreement.

11. Filing. As provided by RCW 39.34.040, this agreement shall be separately filed prior to its entry in force, with the City Clerk of any participating city, with the district secretary of any participating fire protection district and with the County Auditor. Alternatively, the agreement may be posted on an agency's web site, and filing shall be deemed completed as to such agency. For "filing" to be complete, all of the foregoing filings shall be accomplished. An agreement shall be deemed "filed" on the date of the last filing of the foregoing.

12. Complete Agreement. This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

DATED: _____

List of Parties Executing this Agreement

[Followed by one signature page per agency]