

RESOLUTION R-4687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE NORTSHORE UTILITY DISTRICT FOR THE PROVISION OF DISASTER OR EMERGENCY UTILITY SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, during times of disaster or emergency the City of Kirkland and Northshore Utility District are willing to assist each other with equipment, personnel, expertise and other resources; and

WHEREAS, the City of Kirkland and the Northshore Utility District desire to contract with each other for the provision of disaster or emergency utility services; and

WHEREAS, the City of Kirkland and the Northshore Utility District are authorized by Chapter 39.34 RCW to enter into a mutual aid agreement of this nature;

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

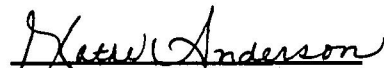
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City a mutual aid agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 19th day of February, 2008.

Signed in authentication thereof this 19th day of February, 2008.


MAYOR

Attest:


City Clerk



PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made by and between Northshore Utility District, a municipal corporation of the State of Washington and the City of Kirkland, a municipal corporation of the State of Washington, collectively referred to as "Agencies" or individually referred to as "Agency."

RECITALS:

- A. RCW Chapter 39.34 authorizes public agencies to contract with each other for service.
- B. Agencies desire to provide resources to each other, upon request for assistance, to handle a disaster or emergency.

AGREEMENT

It is agreed by the Agencies as follows:

- 1. Request for Assistance. Agency may, through its designated official, request resources from each other to deal with a disaster or emergency. A request for assistance may be oral or written. If the request is oral, it shall be confirmed in writing by the designated official as soon as practicable after the request. Each request shall describe the equipment, personnel, expertise and other resources that are needed to address the disaster or emergency.
- 2. Definition of Disaster or Emergency. A disaster or emergency is an event or situation which (a) demands immediate action to preserve public health or protect life or property or (b) reaches such a dimension or degree of destructiveness as to warrant the Governor of the State of Washington declaring a state of emergency.
- 3. Response to Request. The responding Agency shall determine whether resources are available to respond to the request for disaster or emergency assistance as soon as possible. Through its

designated official, the responding Agency shall advise the requesting Agency of the availability of resources and the approximate time when the same will be provided. The decision of the responding Agency shall be final as to the availability of resources. A responding Agency shall not be liable to the requesting Agency or any person or entity for failing to respond to a request for assistance or provide resources.

4. Control of Resources. Resources of the responding Agency that are made available to the requesting Agency shall, whenever possible, remain under the control and direction of the responding Agency. The requesting Agency shall coordinate the activities of resources of the responding Agency. The responding Agency shall retain the right to withdraw some or all of its resources whenever they are needed by the responding Agency. Notice of intention to withdraw shall be communicated to the requesting Agency's designated official, or the official's designee, as soon as possible.
5. Status of Personnel. All privileges, immunities, rights, duties and benefits of officers and employees of the responding Agency shall apply while those officers and employees are performing functions and duties within the requesting Agency, unless otherwise provided by law.
6. Indemnification. Each Agency shall defend, hold harmless and indemnify the other Agency, and its officers and employees, from any and all claims, suits or actions, including the cost of defense, arising from the willful or negligent acts and omissions of its own officers and employees while operating under this Agreement.
7. Insurance. Each Agency shall maintain insurance for the activities of its resources while operating outside of the said Agency under this Agreement, which insurance shall be at least equal to the insurance the Agency maintains for the activities of its resources while operating within the Agency. The Agencies' insurance requirement shall be fulfilled by their respective membership in Washington Cities Insurance Authority, a municipal insurance pool.
8. Cost Reimbursement. The requesting Agency shall reimburse the responding Agency for the cost of providing assistance. The reimbursement shall be based upon the responding Agency's published schedule of hourly or daily rates for personnel and costs of equipment.

Reimbursement shall be made within 90 days after receipt by the requesting Agency of an itemized voucher of costs or invoice.

9. Operational Procedures. The Agencies shall establish operational, cost reimbursement and planning procedures for carrying out this Agreement.
10. Authorization, Effective Date and Duration. Each Agency shall authorize and approve this Agreement by resolution. This Agreement shall be effective upon adoption of authorizing resolutions by both Agencies and shall remain in effect until such time it is terminated as provided for in Section 11 below. Upon adoption of an authorizing resolution and execution of this Agreement, an Agency shall send a copy of the resolution and the Agreement to the other Agency.
11. Termination. This Agreement shall remain binding upon an Agency until it provides written notice to the other Agency that it is withdrawing. Withdrawal from this Agreement shall not relieve the withdrawing Agency from the obligations assumed under this Agreement prior to the effective date of the withdrawal.
12. No Third Party Rights. This Agreement is for the benefit of the Agencies and no person or entity shall have any rights under this Agreement as a third party beneficiary.

CITY OF KIRKLAND

NORTHSHORE UTILITY DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Approved as to form:

Robin Jenkinson, City Attorney