

1  
2  
3 February 24, 1989

INTRODUCED BY: Paul Barden

4 PROPOSED NO: 89-6

5 MOTION NO. 7469

6 A MOTION authorizing the County Executive to enter into  
7 "Mutual Aid and Interlocal Cooperation Agreements" in the  
8 event of emergency with Pierce and Snohomish Counties,  
9 and King County Suburban Cities.

10 WHEREAS, it is desirable that the resources of King County, Pierce, and  
11 Snohomish Counties, and King County suburban cities, and their various  
12 departments be made mutually available to prevent and combat the effects of  
13 emergencies which may result from natural and manmade disasters such as flood,  
14 earthquake, volcano eruption, or hazardous materials accidents;

15 WHEREAS, a mutual aid agreement will incorporate pre-established  
16 mechanisms to provide for quick and flexible responses to emergencies, and

17 WHEREAS, a mutual aid agreement will define the legal authority allowing  
18 quick response outside of one's jurisdiction, and

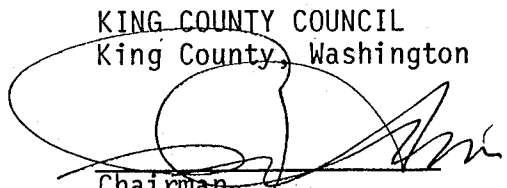
19 WHEREAS, it is necessary and desirable that an appropriate agreement be  
20 executed for the interchange of such mutual aid;

21 NOW, THERE, BE IT MOVED by the King County Council:

22 The King County executive is authorized to execute agreements consistent  
23 with mutual aid operational emergency plans adopted by the council, and  
24 substantially in the form of the agreement attached hereto with Pierce and  
25 Snohomish Counties, and King County suburban cities providing for mutual  
26 assistance in event of emergency.

27 Passed this 13th day of March, 1989.

28 KING COUNTY COUNCIL  
29 King County, Washington

30   
Chairman

31 ATTEST:

32   
33 Clerk of the Council

0345F/DE/pb

This Mutual Aid Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between King County and Pierce County and Snohomish County.

Whereas, it is desirable that the resources and facilities of the state, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effects of emergencies and disasters which may result from such calamities as volcano eruption, flood, fire, earthquake, pestilence, war, sabotage, riot, etc;

Whereas, an agreement of this nature is authorized by Chapter 38.52 RCW;

Whereas, each party to this agreement is empowered to perform such acts as are covered by this agreement;

Whereas, it is necessary and desirable that an appropriate agreement be executed for the interchange of such mutual aid;

Now, Therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

1. DEVELOP OPERATIONAL PLAN

Each party to this agreement shall develop a plan known as a Mutual Aid Operational Plan providing for the effective mobilization and utilization of its resources to cope with agreed-to types of emergency/disasters. Such plans shall list the resources and services that can be made available by the parties to this agreement and shall indicate the method and manner by which such resources and services can be utilized by the other parties. Such plans shall also give the amount and manner of payment and/or compensation for the utilization of such resources and services.

2. FURNISH RESOURCES OR SERVICES

Each party to this agreement agrees to furnish those resources and services to each party hereto as necessary to assist in the prevention and combating of emergencies/disasters in accordance with the adopted Mutual Aid Operational Plan.

3. NO REQUIREMENT TO RENDER AID

It is hereby understood that unless the adopted Mutual Aid Operational Plans dictate otherwise, all services and/or resources provided under the terms of this Mutual Aid 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 the welfare of its own constituency.

Refusal or failure of a party 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 for any liability incurred thereby.

4. AGREEMENT NOT EXCLUSIVE

It is hereby understood that the agreements entered into hereunder and the corresponding Mutual Aid Operational Plans adopted shall not supplant pre-existing 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 and other applicable law.

6. DATE EFFECTIVE

This agreement shall be effective as to each party when the legislative body of each such party has approved the same by resolution, ordinance or other action, "and notice is filed with the Washington State Department of Community Development, Division Emergency Management. Said agreement shall be operative and binding until terminated by said participants.

7. 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 30 days written notice to the other parties, Secretary of State and the Washington State 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.

\_\_\_\_\_  
(Jurisdiction)

Signed by: \_\_\_\_\_  
(Name) (Title) (Date)

Attest /s/ Signed by: \_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Jurisdiction)

Signed by: \_\_\_\_\_  
(Name) (Title) (Date)

Attest /s/ Signed by: \_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Jurisdiction)

Signed by: \_\_\_\_\_  
(Name) (Title) (Date)

Attest /s/ Signed by: \_\_\_\_\_  
(Name) (Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
(Attorney)