

July 22, 1991

INTRODUCED BY KENT PULLEN

PROPOSED NO. 91-597

MOTION NO. 8372

A MOTION authorizing the county executive to execute a contract with Pierce County for mutual aid on behalf of fire districts within King County, under the Interlocal Cooperation Act.

WHEREAS, the fire districts in King and Pierce Counties wish to maximize their ability to aid each other in times of emergency, and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, provides a useful mechanism for such purpose, and

WHEREAS, it would greatly assist those fire districts in King County which wish to enter such agreements to appoint King County as their agent for executing such a mutual aid agreement with Pierce County and its fire districts;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to execute the contract with the fire districts within King County to act as their agent in executing a master interlocal agreement with Pierce County and its fire districts, and to execute the basic contract with Pierce County itself.

PASSED this 19th day of August, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Guadalupe A. Peterson
Clerk of the Council

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
JOE STORTINI
Pierce County Executive

DATE

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

4/24/91
DATE

APPROVED AS TO FORM:

Robert P. Dick
Deputy Prosecuting Attorney

4/25/91
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 Prosecuting Attorney

DATE

FIRE RESOURCES MUTUAL AID MASTER AGREEMENT

EXHIBIT "K"

FIRE DISTRICT

DATE

JK

FIRE RESOURCES MUTUAL AID MASTER AGREEMENT

EXHIBIT "P"

FIRE DISTRICT

DATE

Handwritten mark

AGREEMENT FOR APPOINTMENT OF AGENT AND AUTHORIZATION TO
ENTER INTO MUTUAL AID AGREEMENT FOR
IMPLEMENTATION OF MUTUAL AID FIRE RESOURCES PLAN

THE PARTIES to this agreement are _____ Fire District/Department Number _____ (Fire District/Department), and King County (County) acting by and through the King County Department of Emergency Management.

WHEREAS, RCW 38.52.090(1) authorizes the development of mutual aid arrangements between local emergency management organizations and other public and private agencies to provide for emergency management aid and assistance in the case of disasters too great to be dealt with unassisted; and

WHEREAS, Fire District/Department finds it desirable and in its 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 other King County Fire Districts and Departments and Fire Districts and Departments in other counties, so as to attempt to decrease the number of documents necessary to accomplish such arrangements; NOW, THEREFORE; IT IS AGREED AS FOLLOWS:

1. Fire District/Department appoints and County agrees to act as Fire District's/Department's agent for the sole purpose of entering into centralized joint mutual aid agreements between Fire District and other King County fire districts and departments, and districts and departments in other counties, to implement a Mutual Aid Fire Resource Plan to be developed by the respective fire districts and departments.
2. County is specifically authorized to execute the attached FIRE RESOURCES MUTUAL AID MASTER AGREEMENT attached hereto as Exhibit "A" on behalf of Fire District/Department and Fire District/Department agrees to hold County harmless from any expense arising from execution of or action pursuant to said Agreement.
3. This agreement and 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.

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- 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 or written understandings or agreements of the parties with respect to the subject matter herein.

FIRE DISTRICT/DEPARTMENT

KING COUNTY

By: _____

By: _____

Dist./Dept. _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address For Notices:

Address For Notices:

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

Approved As To Form:

King County Office of the Prosecuting
Attorney

Recommended By:

James Montgomery, Director King County
Department of Emergency Management