

October 26, 1993

Introduced by: RON SIMS  
Proposed No.: 93-818

MOTION NO. 9181

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A MOTION authorizing the county executive to execute a contract with Mason County for mutual aid on behalf of fire districts within King County, and to accept appointment as agent for those districts under the Interlocal Cooperation Act.

WHEREAS, the fire districts in King and Mason 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

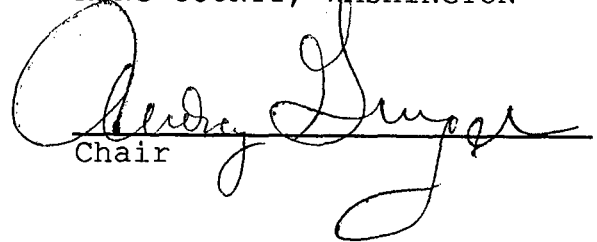
WHEREAS, such an agreement would be facilitated by appointing King County as the fire districts' agent for executing such a mutual aid agreement with Mason County and its fire districts;

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 Mason County and its fire districts, and to execute the basic contract with Mason County itself substantially in the form attached.

PASSED this 12<sup>th</sup> day of December, 1993.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

ATTACHMENT:  
Mutual Aid Master Agreement

**FIRE RESOURCES MUTUAL AID MASTER AGREEMENT****MASON COUNTY DEPARTMENT OF EMERGENCY SERVICES  
AND KING COUNTY DEM****EXHIBIT "A-2"**

THIS AGREEMENT is executed by Mason County through its Department of Emergency Management acting as agent for each of the Mason County Fire Districts, Fire Departments and Emergency Services Agencies listed on Exhibit "B" 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 and emergency services agencies listed on Exhibits "B" 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 and emergency services agencies 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 and emergency services agencies with each of the other fire districts/departments and emergency services agencies, 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 AND EMERGENCY SERVICES AGENCIES LISTED ON EXHIBITS "M" 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 and emergency 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 Mason or King 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. Said notice shall automatically terminate the agreement on the date set out unless rescinded prior thereto in writing.

MASON COUNTY BOARD OF COMMISSIONERS

*William O. Hunter* \_\_\_\_\_ 8-24-93 \_\_\_\_\_

William O. Hunter  
Chairperson

Date

*M. L. Faughender* \_\_\_\_\_ 8-24-93 \_\_\_\_\_

M. L. Faughender  
Commissioner

Date

Absent \_\_\_\_\_ 8-24-93 \_\_\_\_\_

Laura E. Porter  
Commissioner

Date

APPROVED AS TO FORM:

*[Signature]* \_\_\_\_\_ 8-24-93 \_\_\_\_\_

County Attorney

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

MASON COUNTY DEM  
FIRE SERVICES AND EMERGENCY SERVICES  
EXHIBIT "M"

NAME

DISTRICT

DATE

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 King County Fire District ----- #-----  
(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 the 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.
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: William D. Hunter

BY: \_\_\_\_\_

TITLE: CHAIRMAN, BOARD OF COMMISSIONERS

TITLE: \_\_\_\_\_

DATE SIGNED: Aug 24, 1993

DATE SIGNED: \_\_\_\_\_

Address For Notices:

Address For Notices:  
King County DEM  
King County Courthouse  
516 3rd Ave. EA-46  
Seattle, Washington 98104

Approved As To Form:

\_\_\_\_\_  
King County Office of the  
Prosecuting Attorney

Recommended By:

\_\_\_\_\_  
James Montgomery, Director  
King County DEM

FIRE RESOURCES MUTUAL AID MASTER AGREEMENT

KING COUNTY

EXHIBIT "K"

FIRE DISTRICT

DATE