

ORIGINAL

RESOLUTION 2009-3

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
MUTUAL AID AGREEMENT

(City of Sunnyside and U.S. Department of Energy - Hanford Fire Department)

WHEREAS, pursuant to Chapter 39.34 RCW, the City of Sunnyside is empowered to enter into interlocal agreements for mutual aid for firefighting services; and

WHEREAS, the City of Sunnyside has previously entered into such an agreement with the U.S. Department of Energy, Fluor Hanford, and the Hanford Fire Department, and

WHEREAS, the City Council of the City of Sunnyside finds and determines that approval of such agreement is in the best interests of residents of the City of Sunnyside, will provide additional resources for firefighting services, and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. That the "Mutual Aid Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

Section 2. A copy of the Mutual Aid Agreement shall be published or filed with agencies with each jurisdiction in accordance with law.

Section 3. This Resolution shall be effective upon passage, approval and signatures hereon as required by law.

PASSED this 12th day of January, 2009



PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MARK A. KUNKLER, CITY ATTORNEY

MUTUAL AID AGREEMENT

(City of Sunnyside and Hanford Fire Department)

This Agreement, entered into this _____ day of January, 2009, between the CITY OF SUNNYSIDE, hereafter called "CITY," acting pursuant to the authority of Chapter 39.34 RCW, and the US Department of Energy, acting pursuant to the authority of Section 1856a, Title 42, United States Code, allows CITY and the Hanford Fire Department (HFD) to secure for each Party the benefits of mutual aid in fire prevention, the protection of life and property from fire, firefighting, and emergency medical and disaster response. Accordingly, the Parties agree to the following:

1. Upon request by an authorized representative of CITY to an authorized representative of the HFD, firefighting equipment and personnel of the HFD will be dispatched when available to any point within the firefighting jurisdiction of CITY as desired by the representatives of CITY. "Authorized representative" of the CITY means the City Manager or his designee, or the Fire Chief of the CITY Fire Department or his designee.
2. Upon request by an authorized representative of the HFD to an authorized representative of CITY, firefighting equipment and personnel of CITY will be dispatched when available to any point within the firefighting jurisdiction of the HFD as desired by the representative of the HFD.
3. Assistance under the terms of this Agreement is not mandatory, but the Party receiving the request for assistance will immediately inform the requesting Party if, for any reason, assistance cannot be rendered.
4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request of aid under this Agreement will specify the location to which the equipment and personnel are to be dispatched; however, a representative of the responding Party will determine the amount and type of equipment and number of personnel to be furnished.
 - b. The responding Party will report to the officer in charge of the requesting Party at the location to which the equipment is dispatched and will be subject to the orders of the official.
 - c. A responding Party will be released by the requesting Party when the services of the responding Party are no longer required or when the responding Party is needed within the area for which it normally provides fire protection.
5. Each Party waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this Agreement. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this

EXHIBIT "A"

Agreement by its personnel only, and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this Agreement.

- 6. The chief fire officer and personnel of the fire departments of both Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
- 7. The technical heads of the fire departments of the Parties to this Agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory Parties.
- 8. All equipment used by HFD in carrying out this Agreement will be owned by the HFD; and all personnel acting for HFD under the Agreement will be an employee or subcontractor employee member of the HFD.
- 9. All equipment used by CITY in carrying out this Agreement will be owned by the CITY; and all personnel acting for CITY under the Agreement will be an employee or volunteer member of CITY.
- 10. This Agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual Agreement of the Parties hereto or written notice by one Party to the other Party, giving thirty (30) days notice of said cancellation.

WHEREFORE, this Agreement is deemed executed and effective on the date first referenced above.

City of Sunnyside

Manager, Richland Operations Office
U.S. Department of Energy

By: _____
Eric C. Swansen, City Manager

By: _____

ATTEST:

Deborah A. Estrada, City Clerk

By: _____

APPROVED AS TO FORM:

Mark A. Kunkler, City Attorney