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Ordinance No. 105725

AN ORDINANCE relating to the Fire Department; authorizing a Marine Fire Fighting Assistance Agreement or Agreements between the City and such vessel masters, owners, charterers, agents, and others as may be necessary to provide marine fire fighting assistance in connection with shipboard fires.

July 21, 1976 PS&J Pass

COMPTROLLER
FILE NUMBER

Council Bill No. 97595

| | |
|------------------------------------|--------------------------------|
| INTRODUCED JUL 19 1976 | BY EXECUTIVE REQUEST |
| REFERRED: JUL 19 1976 | TO PUB. SAFETY & JUSTICE |
| REFERRED: | |
| REFERRED: | |
| REPORTED: JUL 26 1976 | SECOND READING: JUL 26 1976 |
| THIRD READING: JUL 26 1976 | SIGNED: JUL 26 1976 |
| PRESENTED TO MAYOR: JUL 27 1976 | APPROVED: AUG 3 1976 |
| RETD. TO CITY CLERK: AUG 3 1976 | PUBLISHED: |
| VETOED BY MAYOR: | VETO PUBLISHED: |
| PASSED OVER VETO: | VETO SUSTAINED: |

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ORDINANCE 105725

AN ORDINANCE relating to the Fire Department; authorizing a Marine Fire Fighting Assistance Agreement or Agreements between the City and such vessel masters, owners, charterers, agents, and others as may be necessary to provide marine fire fighting assistance in connection with shipboard fires.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Chief of the Fire Department, or his designee, is hereby authorized, for and on behalf of the City of Seattle to execute in such counterparts as may be necessary a "Marine Fire Fighting Assistance Agreement," or agreements, substantially in the form attached hereto as Exhibit "A" with such vessel masters, owners, charterers, agents, or others as may be necessary from time to time to provide marine fire fighting assistance in shipboard fires outside the corporate limits of the City of Seattle, or to extend agreements entered into pursuant to Ordinance 104624 on or prior to July 1, 1976, to and including February 28, 1978 or until funding for the Marine Fire Protection Project no longer is available.

Section 2. That execution of the agreement or agreements authorized in Section 1 hereof and any act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

Section.....3 This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 26 day of July, 1976,
and signed by me in open session in authentication of its passage this 26 day of July, 1976

[Handwritten Signature]
President of the City Council.

Approved by me this 3 day of August, 1976.

[Handwritten Signature]
Mayor.

Filed by me this 3 day of August, 1976

Attest: *[Handwritten Signature]*
City Comptroller and City Clerk.

(SEAL)

Published.....

By *[Handwritten Signature]*
Deputy Clerk.

"THE TERMS OF THIS AGREEMENT EXPRESSLY HOLD HARMLESS THE CITY AND ITS OFFICERS AND EMPLOYEES FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH FIREFIGHTING EFFORTS RENDERED UNDER THIS AGREEMENT, AND FURTHER PROVIDE FOR REPAYMENT TO THE CITY OF SALARIES FOR PERSONNEL AND SUPPLIES EXPENDED IN FIGHTING THE FIRE."

MARINE FIREFIGHTING ASSISTANCE AGREEMENT
FOR OPERATIONS BY THE SEATTLE FIRE DEPARTMENT
OUTSIDE THE CORPORATE LIMITS OF THE CITY OF SEATTLE

This agreement is entered into this _____ day of _____, 197 _____, by and between The City of Seattle, hereinafter referred to as the "City", (or other municipality, etc.) and _____ (Master of the vessel, vessel owner, vessel charterer, vessel agent, etc.).

WHEREAS, The City of Seattle has entered into a grant agreement with the United States Federal Maritime Administration to establish and operate a pilot program to provide firefighting assistance to other municipalities, Port districts and other smaller governmental agencies in fighting maritime and shipboard fires; and

WHEREAS, The City of Seattle possesses sufficient manpower which, with adequate training under said grant agreement and additional equipment, will enable Seattle to provide such assistance to such municipalities, and other governmental agencies, not having such resources but desiring nevertheless to have such protection; and

WHEREAS, in the course of such pilot project Seattle is endeavoring to develop the expertise, systematic methods and other aids for fighting such maritime and shipboard fires; and

WHEREAS, under said grant agreement, The City has entered into a Mutual Fire-fighting Assistance Agreement (Exhibit B hereto) with certain other municipalities and other governmental agencies; and

WHEREAS, under the aforementioned grant agreement and Mutual Assistance Agreement, it is contemplated that The City and, perhaps eventually, other participating governmental agencies will in turn enter into assistance agreements with the various vessel owners, operators and/or charterers, or agents, or others requiring assistance on their behalf, or on behalf of any vessel; Now, Therefore,

IT IS AGREED BY AND BETWEEN THE PARTIES hereto of any municipality, port district, other responsible government agency, vessel master, vessel owner, vessel charterer or agent which is a party to this Firefighting Assistance Agreement as follows:

EXHIBIT "A"

1. If the Master of a vessel owned or operated by a party to this agreement, or an authorized agent for the vessel and/or its owner, operator, or charterer requests firefighting assistance under terms of this agreement, the commanding officer of the Seattle Fire Department receiving the request shall take the following action:

- a. Immediately determine if firefighting equipment and/or personnel can be spared in response to the call;
- b. Determine the equipment and/or personnel to be dispatched for effective containment and/or extinguishment of the fire;
- c. Determine the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement and is contemplated by that certain agreement between The City and the Federal Maritime Administration, dated September 1, 1974, and by the technical heads of the Seattle Fire Department; and
- d. Forthwith, subject to the provisions of paragraph 2 hereof, dispatch such equipment and/or personnel as, in the judgment of the responsible officer receiving the call, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement.

It is expressly understood and agreed that the term, requesting party, shall mean the vessel Master, vessel owner, vessel charterer, or agent for the vessel, although the request may be transmitted through a governmental agency.

2. The rendering of assistance under the terms of this agreement shall not be mandatory, but The City, when receiving the request for assistance, should immediately inform the requesting party to this agreement or party to Mutual Assistance Agreement if, for any reason, assistance cannot be rendered. It is expressly understood and agreed that The City, in receiving a request for assistance, in connection with a fire in another firefighting jurisdiction, will not be liable for any damages for failure to provide such assistance.

3. It is expressly agreed and understood that personnel of the Seattle Fire Department who are involved in providing assistance under this agreement shall serve in the capacity of advisors and assistants, and shall not assume command of firefighting operations. Final decisions regarding actions to be taken in fighting the fire shall remain the sole responsibility of the Master of the vessel or the

EXHIBIT "A"

commanding officer of the fire department within whose jurisdiction the fire occurs. When members of the Seattle Fire Department arrive at the scene of a vessel fire, they shall report to, and work under the direction of, the commanding officer of the fire. For the purpose of this agreement, the commanding officer of the fire is deemed to be the Master of the vessel, unless a municipal fire department is operating on the fire, in which case the commanding officer shall be deemed to be the senior officer present of such municipal fire department.

4. The Master of the vessel aboard which the fire occurs, or the commanding officer of the fire department in whose jurisdiction the fire takes place, shall assume full control of firefighting operations; but, if he specifically requests a senior officer of the Seattle Fire Department to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation; provided that the equipment and personnel of the Marine Fire Protection Project, or the Seattle Fire Department, shall be under the immediate supervision of and shall be the immediate responsibility of the senior Seattle Fire Department officer responding, or the commanding officer of the Seattle Fire Department.

5. The City, in providing assistance under terms of this agreement, may withdraw such assistance at the sole discretion of the commanding officer of the Seattle Fire Department, or his authorized representative at the scene of the fire. It is expressly understood and agreed that the requesting party will defend and hold harmless the parties providing assistance from any action arising from such withdrawal, in accordance with provision of paragraph 7 hereof. Conditions which may result in such withdrawal include, but are not limited to:

- a. The occurrence of multiple alarm fires within The City of Seattle which require the return of equipment and/or personnel to assist with fire combat operations within The City of Seattle;
- b. An occurrence of events that leads the commanding officer of Seattle Fire Department personnel to believe that further operation on the vessel fire will unduly endanger the lives of Seattle firefighting personnel; or
- c. Insistence by Master of vessel aboard which fire occurs, or insistence by commanding officer of fire department of jurisdiction in which fire occurs, upon practices or a course of action which the commanding officer of Seattle Fire Department personnel believes unduly jeopardizes safety of Seattle Fire Department personnel or integrity of Seattle Fire Department equipment

or property.

6. Subject to provisions of paragraph 7 hereof, each party to this agreement waives all claims against the other party as to matters arising between them for any loss or damage to property, or any personal injury or death to officers or employees of parties to this agreement arising from performance under this agreement.

7. A requesting party under this agreement shall indemnify and hold harmless parties rendering assistance, including officers, employees, or agents of such parties, when so requested, from any and all loss, claims, actions, or damages suffered by any person or persons not a party to this agreement or damage inflicted upon property of a person or persons not a party to this agreement by reason of or resulting from the performance under this agreement; and, in the event any suit or action is brought against a party rendering assistance, including officers, employees, or agents of such parties, when so requested under this agreement by reason thereof, the requesting party shall, upon notice to it of the commencement thereof, defend the same at its sole cost and expense and if final judgment be adverse to the party or parties including officers, employees, or agents of such parties rendering assistance or the parties rendering assistance and the requesting party, the requesting party shall satisfy the same, providing however, that this provision shall not apply to circumstances in which an officer, employee, or agent of the city takes action against the City of Seattle.

8. All services performed under this agreement shall be rendered without reimbursement of either party, except that:

- a. Firefighting materials and equipment which are damaged or expended during the course of fighting the fire shall be replaced or repaired by the vessel, or its owner, operator or charterer receiving assistance under this agreement. It is understood and agreed that actual replacement or repair of equipment and/or material will begin immediately upon return of the fire assistance team to Seattle, and that all costs for such repair or replacement shall be paid in full immediately upon demand by the vessel, its owners, operators or charterers, or others acting on behalf of such vessel requesting assistance, or within thirty (30) days from presentment of the statement therefor if no demand is made.
- b. Marine firefighting teams, or members of Marine firefighting teams, which have been trained under the Marine Fire Protection Project sponsored by

EXHIBIT "A"

the Federal Maritime Administration, shall be reimbursed for their services at the rates established in the schedule attached as part of this agreement. Such reimbursement is to be paid for in full by the vessel requiring firefighting assistance and/or its owners, and/or its operators, and/or its charterers, on whose behalf such assistance was requested, and is not the responsibility of the city or other governmental agency which may be a party to the Mutual Assistance Agreement and/or in whose jurisdiction a fire occurs.

- c. Expenses of providing lubrication oil, motor fuel, and welfare items for firefighters, to the extent of supplies available at the time of the request, incurred by the Seattle Fire Department under this agreement, shall be the responsibility of the vessel, its owner, operator and/or charterer on whose behalf such assistance was requested.
- d. All parties shall exercise due diligence in returning lost equipment to the lawful owner.
- e. Upon completion of firefighting operations, the Seattle Fire Department shall prepare a statement of costs incurred and present the statement to the vessel's Master or the owner, operator and/or charterer of the vessel for payment. Such costs shall be:
 - i. Salaries for personnel as described on the attached schedule; and
 - ii. Replacement and/or repair costs for damaged and/or expended equipment and/or material at the current prices in effect at the time of repair and/or replacement.

It is agreed and understood that reimbursement for the above designated salaries, costs and expenses shall be due immediately upon demand or thirty (30) days after presentment of a statement therefor if no such demand is made.

9. The fire officers and personnel of the Seattle Fire Department, and vessel owners and officers and crews of their vessels who are parties to this agreement, are invited and encouraged on a reciprocal basis to visit frequently each other's facilities for guided familiarization tours consistent with local security requirements and, as feasible, to conduct jointly pre-fire planning inspections and drills.

10. The commanding officer of the Seattle Fire Department shall draft any detailed plans and procedures of operation necessary to effectively implement this

agreement. Such plans and procedures of operations shall be known as "Standing Operating Policy Procedures" and shall become effective on the date the Marine Fire Assistance system is placed in service. Said Procedures may be amended, as appropriate, by the commanding officer of the Seattle Fire Department. A basic Procedures outline shall be made available to vessel owners and/or operators which are parties to this agreement.

11. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or unilaterally by written notice given ten (10) days in advance by one party to the other, or until July 1, 1976, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at _____,
Washington on the day and year first above written.

Chief, Seattle Fire Department

EXHIBIT "A"

SCHEDULE OF PAYMENT
FOR
MARINE FIRE PROTECTION PROJECT/EQUIPMENT AND
FIRE FIGHTING TEAM MEMBERS RESPONDING
TO ALARMS OUTSIDE THE CITY OF SEATTLE

EQUIPMENT:

1. Equipment which is damaged or expended during the course of fire fighting operations shall be repaired or replaced by the party requesting assistance. Charges for repair or replacement shall be equal to the current prices in effect from commercial sources which repair or supply such equipment. Payment shall be made as described in this agreement.

PERSONNEL:

1. Compensation of personnel shall be made at the following rates:

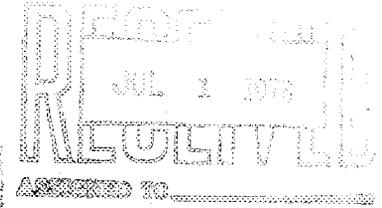
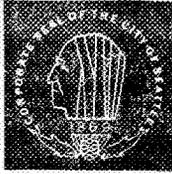
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| Each Fire Fighter | - | \$25.00 per hour |
| Each Lieutenant | - | \$28.75 per hour |
| Each Captain | - | \$33.06 per hour |
| Each Battalion Chief | - | \$38.01 per hour |
| Each Deputy Chief | - | \$43.71 per hour |

Provided, however, if assistance is requested in connection with a fire within the City of Seattle, Fire Assistance Team members shall be paid at rates of compensation provided in the Seattle Salary Ordinance.

2. Compensation shall begin when the Fire Assistance Team member leaves the Seattle staging area. Compensation shall be paid for each hour the member is traveling to, working at and returning from the scene of the emergency, except that the compensation for returning from the emergency shall be paid for a maximum of three hours travel time.
3. Compensation shall be received for a minimum of four hours. False and needless alarms shall receive the same compensation as fire fighting operations.
4. Seattle Fire Department personnel shall work a maximum of twelve consecutive hours, but may be relieved after a shorter period of time at the sole discretion of the Senior Seattle Fire Officer present at the fire.
5. The Master of the vessel, its owner, operator or charterer or agents thereof requesting assistance on their behalf or on behalf of the vessel, may terminate the assistance service at any time subject to the four-hour minimum charge; provided, however, in the event that requests and/or instructions from the Master of the vessel differ from requests and/or instructions of any other person with an

interest in the venture, the requests and/or instructions of the Master of the vessel shall be considered as controlling. If the assistance is terminated prior to extinguishment of the fire, charges shall be based on the hours worked up to the termination, including an allowance for return travel to Seattle.

6. The commanding officer of the Seattle Fire Department, or his authorized representative, shall have sole discretion with regard to the number of personnel assigned to a response, in accordance with the Standing Operating Policy and Procedures.



OFFICE OF THE MAYOR—CITY OF SEATTLE

Wes Uhlman, Mayor

July 1, 1976

The City Council
The City of Seattle

Honorable Members:

The attached letter from Fire Department
Re: Extension of Vessel Operators Agreement Ordinance Request
has been reviewed by the Office of Management and Budget. We
concur with the recommendation contained therein and recommend
that the same be adopted.

Sincerely,

Wes Uhlman
Mayor

by

Walter R. Hundley
Walter R. Hundley
Budget Director *by R*

WRH: JR:mr
Attachments

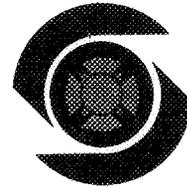
cc: Mayor's Office

**Your
Seattle
Fire Department**

RECEIVED

JUN 29 1976

OFFICE OF MANAGEMENT
& BUDGET



Frank R. Hanson, Chief
Wes Uhlman, Mayor

June 29, 1976

The Honorable Wes Uhlman
Mayor, City of Seattle
Office of the Mayor
1200 Municipal Building
Seattle, Washington

Attn: Budget Director

SUBJECT: EXTENSION OF VESSEL OPERATORS AGREEMENT ORDINANCE REQUEST

As a result of work done by the Seattle Fire Department during the Marine Fire Protection Program, two bills have been introduced into Congress to implement this program on a national level. Passage of this legislation would make several million dollars available to the fire service for marine fire protection. While this legislation will not pass this year, indications are that it will have a good chance in the next session.

We are presently seeking interim funding support from the maritime industry and the State of Washington to maintain the present program for a period of 18 months, beginning September 1, 1976. It is our hope that the legislation will be resolved during this period. Indications are, at present, that such interim funding will develop.

Ordinance 104624 authorized the Chief of the Fire Department to enter into agreements with various vessel operators and others to provide fire fighting assistance outside the City of Seattle during maritime fires. These agreements expire July 1, 1976.

In anticipation of interim funding being developed, I am requesting an ordinance be passed authorizing these agreements to be extended until February 28, 1978. This would allow the program to continue during a 60 day extension, authorized by the Maritime Administration (approval requested under separate letter), and through the 18 month interim funding period. I request this ordinance be made effective July 2, 1976.

Very truly yours,

FRANK R. HANSON, CHIEF
Seattle Fire Department

FRH/bl

DRAFT ORDINANCE

AN ORDINANCE relating to the Fire Department; authorizing a Marine Fire Fighting Assistance Agreement or Agreements between the City and such vessel masters, owners, charterers, agents, and others as may be necessary to provide marine fire fighting assistance in connection with shipboard fires.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Chief of the Fire Department, or his designee, is hereby authorized, for and on behalf of the City of Seattle to execute in such counterparts as may be necessary a "Marine Fire Fighting Assistance Agreement," or agreements, substantially in the form attached hereto as Exhibit "A" with such vessel masters, owners, charterers, agents, or others as may be necessary from time to time to provide marine fire fighting assistance in shipboard fires outside the corporate limits of the City of Seattle, or to extend presently existing agreements from July 1, 1976 up to, and including, February 28, 1978.

Section 2. That execution of the agreement or agreements authorized in Section 1 hereof and any other act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported
and Adopted

JUL 26 1976

Your Committee on

PUBLIC SAFETY & JUSTICE

to which was referred

C.B. 97595

Relating to the Fire Department; authorizing a Marine Fire Fighting Assistance Agreement or Agreements between the City and such vessel masters, owners, charterers, agents, and others as may be necessary to provide marine fire fighting assistance in connection with shipboard fires.

RECOMMEND THAT THE SAME DO PASS

PS&J

Chairman

Chairman

Committee

Committee