

**INTERLOCAL AGREEMENT  
FOR  
HAZARDOUS MATERIALS RESPONSE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the undersigned cities and fire districts of the State of Washington (hereafter participating agencies) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**WHEREAS**, participating agencies' hazardous material (HM) incidents exceed the resources of any single participating agency; and

**WHEREAS**, participating agencies can benefit by combining their resources to train for and respond to HM incidents in any participating agency's jurisdiction; and

**WHEREAS**, subject to approval of the Executive Board created by this agreement, other agencies may participate in this agreement.

**NOW, THEREFORE**, in consideration of the aforementioned mutual benefits, the participating agencies agree to the following:

**Section 1: Authority and Prior Agreements.**

This interlocal agreement is entered into by the signed participating agencies and supersedes all prior agreements related to HM response among or between any participating agencies.

As hereafter referenced, this interlocal agreement shall be referred to as the HM Agreement.

**Section 2: Executive Board and Duties**

The undersigned participating agencies hereby create an Executive Board (Board) to administer the HM Agreement. The Board shall be comprised of the Fire Chiefs of all participating agencies. Based upon recommendations from members of the Board, the Board may review and adopt amendments to the HM Agreement by a majority vote of all participating agencies. Amendments must be presented to participating agencies at least 30 days prior to vote. The Board is also authorized to provide approval and direction on operational matters as presented and requested by members of the Board, to formulate policy and procedures, approve contracts and expenditures, to set budgets and contribution requirements, include new members, and manage assets.

**Section 3: Purpose.**

The purpose of the HM Agreement is to establish a unified model to train and respond to HM incidents, thus promoting efficiency, consistency and potential cost reductions.

**Section 4: Duration of Agreement.**

The HM Agreement shall commence upon date of execution by all parties and shall remain in effect until terminated by a majority vote of the Board. Alternatively, a participating agency may terminate its participation in the HM Agreement by providing written notice to the Board on or

before July 1<sup>st</sup> with the date of termination effective at midnight of December 31<sup>st</sup> of that same year.

#### **Section 5: Governance and Participation.**

- A. Board Composition and Voting. The HM Agreement shall be governed by the Board consisting of the Fire Chief, or his/her designee, from each participating agency. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting. A quorum of the members must be present at any meeting for the Board to make a decision. A simple majority of the parties to this Agreement shall constitute a quorum for purposes of taking action that constitutes a decision of the Board on any issue.
- B. Board Meetings. The Board shall meet as often as it deems necessary and not less than once per calendar year.
- C. New Members - To be considered as a participating agency in this HM Agreement, said participating agency shall be accepted by a majority vote of the Board and commit financial and human resources to the program as prescribed by the Board. If any party to this HM Agreement consolidates with another municipal or local government entity through merger, annexation, or through the creation of a regional fire authority, the consolidated entity shall become a participating agency to this Agreement and a successor in interest to the former agency's interest on the effective date of the consolidation, without any action by the Board, unless otherwise required.

#### **Section 6: Funding Responsibility and Budget.**

- A. Contribution - Participating agencies agree to pay those amounts as approved by the Board and on a schedule outlined by the Board. Funds will be held in the Hazardous Materials Consortium Fund (Fund) managed by the Administering Agency
- B. Purpose - The Fund will be used for operation, maintenance, training, supplies, and administrative expenses necessary to support the HM work of the participating agencies under this Agreement. Members joining in 2023 or later may have limited access to funds and assets contributed by other jurisdictions prior to membership as determined by a majority vote of the Board.
- C. Budget – An HM response budget will be approved annually by the Board. The budget shall be developed in the first quarter, discussed and potentially adjusted by the Board in the fourth quarter, and presented for adoption no later than December 1 of each year.
- D. Agency Termination of Participation - Upon termination of agency participation, the terminating agency relinquishes all rights to financial or in-kind contribution; said contribution(s) already made by the terminating agency will remain in the Fund to be used for the benefit of the remaining members. Assets purchased through the Fund and housed at a terminating member's facilities will be returned for use by the remaining members.

- E. Asset Distribution - Upon termination of the HM Agreement, any remaining funds and assets will be divided equitably as decided by a majority vote of the Board.

### **Section 7. Administering Agency**

One agency shall be designated as the Administering Agency for this agreement. The Administering Agency is currently Bellevue. The Administering Agency can be changed by a majority vote of the participating agencies. The Administering Agency is responsible for administrative support to the Board and Board meetings, maintaining this agreement, invoicing and collection of required contributions and authorized in-kind contributions, executing any approved contracts, executing approved expenditures, and managing the Fund. The Administering Agency stands in a fiduciary relationship with the Board.

### **Section 8: Indemnification and Insurance.**

Each party to this Agreement agrees to indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees ("Damages"), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the decisions, directions, or activities made pursuant to the HM Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and cost shall be recoverable from the indemnifying party.

Other than as set forth at Section 6 (a) herein, no party to the HM Agreement shall be deemed to be an agent of any other party to the HM Agreement, and each party hereto assumes liability for its own negligence, errors or omissions.

Each party further agrees to defend, indemnify, and hold harmless the Administering Agency/Fiscal Agent from any Damages arising out of Administering Agency/Fiscal Agent's acts or omissions undertaken in its capacity as Administering Agency/Fiscal Agent in any claim or action arising out of the activities under this Agreement brought by a member's official, officer, employee or other person(s) under the supervision or control of that member. This paragraph shall not apply to misappropriation of funds by the Administering Agency.

Each party shall maintain suitable commercial general liability and auto liability insurance coverage to provide protection from casualty losses by reason of activities contemplated by this Agreement. Each party shall provide Certificate of Liability Insurance or Evidence of Coverage upon the request of the Executive Board.

### **Section 9: Applicable Law.**

This agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. If any litigation is filed between the parties regarding this agreement, the parties agree that venue shall rest in the Superior Court of King County, Washington.

**Section 10: Disputes.**

The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action.

**Section 11: No Third-Party Benefit.**

It is agreed that this agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

**Section 12: Entire Agreement.**

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this HM Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the Executive Board.

**Section 13: Savings.**

Should any provision of this agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

**Section 14: Filing.**

A certified copy of this agreement will be filed with City Clerk, the King County Auditor and the Secretary of State pursuant to RCW 39.34.040.

**Section 15: Survivability.**

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

**Section 16: No Waiver.**

No failure by any party to insist upon the strict performance of any condition of the HM Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other term or condition.

**Section 17. Neutral Authorship.**

Each of the provisions of the HM Agreement has been reviewed and negotiated and represents the combined work product of all participating agencies. No presumption or other rules of construction, which would interpret the provisions of this agreement in favor of, or against, the participating agency preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement.

**Section 18. Independent Municipal Governments.** The parties recognize that all parties hereto are independent governments. Except for the specific terms of the HM Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

**Section 19: Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**IN WITNESS WHEREOF**, the parties have executed this HM Agreement upon signature of all participating agencies.

CITY OF BELLEVUE	
_____	
City Manager	
Attest:	Approved as to form:
_____	_____
City Clerk, City of Bellevue	City Attorney

CITY OF BOTHELL	
_____	
City Manager	
Attest:	Approved as to form:
_____	_____
City Clerk, City of Bothell	City Attorney

CITY OF KIRKLAND

\_\_\_\_\_  
City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Kirkland

\_\_\_\_\_  
City Attorney

CITY OF REDMOND

\_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Redmond

\_\_\_\_\_  
City Attorney

King County Fire District 45

\_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk, City of Duvall

\_\_\_\_\_  
City Attorney

EASTSIDE FIRE & RESCUE

\_\_\_\_\_  
Fire Chief

WOODINVILLE FIRE & RESCUE

\_\_\_\_\_  
Fire Chief

KING COUNTY FIRE DISTRICT #27

\_\_\_\_\_  
Commissioner

SNOQUALMIE FIRE DEPARTMENT

\_\_\_\_\_  
Mayor