

INTERLOCAL AGREEMENT FOR MUTUAL AID

This **INTERLOCAL AGREEMENT FOR MUTUAL AID** (the "Agreement") is entered into by and among the City of Blaine, the City of Ferndale, the City of Lynden, the City of Sumas, the City of Everson, the City of Nooksack, and Whatcom County, all Washington municipal corporations (hereinafter referred to individually as the "Party" or collectively as the "Parties").

WHEREAS, the overall purpose of this Agreement between and among the Parties is to provide for immediate assistance to protect life and property;

WHEREAS, the Parties are authorized to engage in the provision of mutual aid to respond to emergencies and disasters, by interlocal agreement, under Chapter 35A.38 RCW, Chapter 38.52 RCW, and Chapter 39.34 RCW;

WHEREAS, a Party requesting assistance under this Agreement will herein be referred to as the Requesting Agency;

WHEREAS, the Party or Parties agreeing to provide assistance under this Agreement will herein be referred to as the Responding Agency or Agencies;

WHEREAS, the term "disaster" as used in this Agreement shall mean the same as the terms "emergency or disaster" as defined in: (1) the Requesting Agency's municipal code; or (2) as defined in RCW 38.52.010 which defines such terms as an event or set of circumstances which: (i) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences; or (ii) reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement, not supplant, agency personnel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the terms, conditions, and procedures whereby the Parties will combine, share, and use their respective in-kind resources to provide mutual aid and assistance in responding to a disaster.

2. DECISION-MAKING, DIRECTION, AND CONTROL

All administrative decisions under this Agreement shall be by consensus of the Parties, subject to the resources, financial, technical, and legal limitations of the Parties. The Requesting Agency shall maintain direction, control, and coordination over the on-site operational response to any disaster within the Requesting Agency's jurisdictional boundaries; provided, however, that resources of the Responding Agency or Agencies that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency or Agencies.

3. CONTACT PERSONS

The following persons, referred to as Contact Person(s), are responsible for the administration of this Agreement for each Party.

CITY OF BLAINE:	Michael Jones mjones@cityofblaine.com (360) 332-8311
CITY OF FERNDALE:	Greg Hansen greghansen@cityofferndale.org (360) 384-4302
CITY OF SUMAS:	Kyle Christensen KChristensen@CityofSumas.com (360) 988-5721
CITY OF EVERSON:	John Perry mayor@ci.everson.wa.us (360) 966-3411
CITY OF LYNDEN:	Scott Korthuis KorthuisS@LyndenWA.org (360) 354-1170
CITY OF NOOKSACK:	Kevin Hester KHester@Co.Whatcom.WA.US (360) 966-2531
WHATCOM COUNTY:	Satpal Sidhu SSidhu@Co.Whatcom.WA.US (360) 778-5200

The successors of the above-named Contact Persons, such as a newly-elected Mayor, shall also be deemed to have authority to administer this Agreement for each Party. Contact Persons may be changed, as specified, from time to time, in writing by either Party.

4. SCOPE OF MUTUAL AID AND PROCEDURE

- 4.1. Mutual Aid During Disaster. From time to time during the term of this Agreement, the Responding Agency or Agencies may provide resources to the Requesting Agency for mutual aid to respond to a disaster. Such aid may include, but not be limited to, the following: (a) personnel; (b) equipment; and (c) incidental supplies or materials ("Resources").
- 4.2. Timing, Duration, and Level of Response. The Responding Agency or Agencies maintains the right, in its sole discretion based on availability and other factors, to determine: (1) whether to dispatch Resources; (2) when Resources will be dispatched; (3) the duration of assistance; and (4) the level of Resources to be provided. The Requesting Agency shall make the determination when aid is no

longer required, by providing notice to the Contact Person for the Responding Agency or Agencies. The Responding Agency or Agencies maintains the right to recall its personnel and equipment at any time, including in the event there is a need in the Responding Agency's or Agencies' own community. Any such recall will be coordinated in such manner as not to leave the Requesting Agency's personnel and property in an unsafe position or at risk. The Responding Agency or Agencies shall have no liability for determining not to provide Resources or for recalling Resources.

- 4.3. Mutual Aid Requests. The Contact Person of the Requesting Agency or his/her authorized designee or successor may request mutual aid for any disaster. Such requests shall be submitted by the Contact Person from the Requesting Agency to the Contact Person of the Responding Agency or Agencies or pursuant to the standard operating procedures established by the Parties. To the extent practicable, such requests will identify the specific services and Resources requested and estimates of the duration of need. Requests may include but are not limited to the performance of building code administration, review of building permit plans and the conducting of building inspections, the specifics of which may be governed by that interlocal agreement, dated _____ executed by and among the Cities of Lynden, Blaine, Everson, Ferndale, Nooksack and Sumas. The Requesting Party shall endeavor to make a request for Resources using a sequentially numbered, written task order on a form developed mutually by the Parties. The Parties recognize that time is critical during a disaster response and diligent efforts will be made to respond to such requests as quickly as possible, including any notification(s) that requested Resources are not available.

5. **COMPENSATION FOR AID PROVIDED**

- 5.1. Costs to be Reimbursed. Unless otherwise agreed to in writing by the Parties, the Responding Agency or Agencies shall be reimbursed by the Requesting Agency for all costs related to providing Resources. Personnel costs shall be based on collective bargaining agreements or current wage rates in effect at the time assistance is provided. Mileage costs shall be based on IRS reimbursement standards for mileage. Supplies, materials, and incidental costs (by way of example for meal reimbursement for employees working through scheduled breaks) shall be charged at real and actual cost. Any cost not detailed herein shall be based on a reasonable and objective cost standard.
- 5.2. Invoices. The Responding Agency or Agencies will submit an itemized invoice to the Requesting Agency identifying the specific task order(s) or date of request(s) under which work was completed or Resources provided, each staff person involved, and hours or ½ hour fractions thereof charged by each against the task order(s) or specific request(s) for aid. The Responding Agency or Agencies shall submit such invoices to the Requesting Agency within sixty (60) days after completion of work. Unless otherwise agreed, the Responding Agency or Agencies shall receive reimbursement within ninety (90) days after receipt of invoice. Specific procedures for invoicing may be further specified and/or adjusted by agreement of the Parties.

6. DURATION AND EFFECTIVE DATE

This Agreement shall be effective when duly executed by each Party, and this Agreement shall be operative and binding until terminated by any Party upon sixty (60) days' advance written notice; provided, however, the Agreement shall only terminate as to the rights and obligations of the terminating Party and not those of the remaining Parties to the Agreement. In addition, any provisions of this Agreement that contemplate continuing obligations on a Party will survive termination of this Agreement.

7. RELATIONSHIPS OF THE PARTIES, RELEASE, AND INDEMNIFICATION

The Parties agree that they are all independent public entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of a Party to this Agreement shall be deemed to be an agent, employee, or representative of any other Party for any purpose. To the extent permitted by law, each Party remains solely and entirely responsible for the acts of its respective staff performing services for any other Party under this Agreement.

7.1. Release by the Parties. To the extent permitted by law, each Party hereby releases the other Parties, their successors and assigns, Directors, Commissioners, officers, employees, agents, and representatives from any and all claims, losses, injuries, harm, liabilities, damages, costs, charges, and expenses, including all reasonable and necessary attorneys' fees incurred in connection with the other Parties and their employees' performance under this Agreement.

7.2. Indemnification. Each Party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other Party from and against all third-party claims, suits, and actions arising from the intentional or negligent acts or omissions of such indemnitor, its agents, or employees in the performance of this Agreement.

7.3. Insurance. The Parties shall each procure and maintain for the duration of the Agreement period, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement.

The Parties' respective required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$5,000,000 general aggregate.

8. PRIVILEGES AND IMMUNITIES

All privileges, immunities, rights, duties, and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency as provided in RCW 38.52.080.

9. MISCELLANEOUS PROVISIONS


- 9.1. No waiver. The failure of any Party to insist upon or enforce strict performance by any other Party of any provision of this Agreement or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- 9.2. Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington, except to the extent such laws may be preempted by the laws of the United States of America.
- 9.3. Governing Law and Venue. The Parties agree that any dispute shall be governed by the laws of the State of Washington, and any proceeding in law or in equity shall be brought in Whatcom County, State of Washington, or such other place as both Parties may agree to in writing.
- 9.4. Standards. The Parties and the Parties' employees and agents will adhere to applicable professional and ethical standards and will perform all work in a manner consistent with generally accepted skill and care and prudent utility practice for the type of work undertaken,
- 9.5. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of the Parties. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- 9.6. Entire Agreement. This Agreement sets forth the entire Agreement and supersedes any and all prior Agreements of the Parties with respect to the subject matters hereof.
- 9.7. Arbitration. The Parties mutually covenant to work cooperatively to timely resolve any dispute that may arise between and among any of the Parties concerning this Agreement. However, if the Parties cannot mutually settle a dispute, the dispute or claim shall be submitted to binding arbitration. The Parties agree that the arbitration shall be governed by the rules and procedures outlined in RCW 7.04A et. seq. and the Whatcom County Mandatory Arbitration Rules, and that the Parties

will collectively stipulate to an arbitrator. In the event that the Parties are unable to agree to an arbitrator, the Parties agree that the Presiding Judge of Whatcom County Superior Court may appoint the arbitrator. The prevailing Party as determined by the arbitrator shall be entitled to reasonable attorneys' fees and costs.

- 9.8. Notices. All notices, demands, requests, consents, and approvals which may, or are required to be given to any Party or any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage paid to the Contact Person(s) as provided herein.
- 9.9. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.


CITY OF BLAINE



Sam Crawford
Acting City Manager

11/23/2021
Date


CITY OF FERNDALE



Greg Hansen
Mayor

11/23/2021
Date


CITY OF SUMAS



Kyle Christensen
Mayor

11/23/2021
Date

CITY OF EVERSON




John Perry
Mayor

11/23/2021

Date

CITY OF NOOKSACK




Kevin Hester
Mayor

11/23/2021

Date

CITY OF LYNDEN



Scott Korthuis
Mayor

11/23/2021

Date

WHATCOM COUNTY

Satpal Sidhu
County Executive

Date