

INTERLOCAL AGREEMENT – HAZMAT TEAM SERVICES

This agreement is entered into between Pierce County Fire Protection District No. 21, the Lead Agency for the parties to the HAZMAT Interlocal Agreement (hereinafter referred to as “Member Agencies”) and the City of Olympia (hereinafter referred to as “Agency Requesting Service”). The Lead Agency, Member Agencies and the Agency Requesting Service are municipal corporations, or state agencies, and/or political subdivisions of the state of Washington. The Lead Agency is Graham Fire & Rescue (Pierce County Fire Protection District No. 21) and the other Member Agencies are: Central Pierce Fire & Rescue (Pierce County Fire Protection District No. 6), West Pierce Fire and Rescue (Pierce County Fire Protection District No. 3), East Pierce Fire & Rescue (Pierce County Fire Protection District No. 22), and Gig Harbor Fire and Medic One (Pierce County Fire Protection District No. 5). This agreement is entered into under the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act, RCW 70.136, RCW 52.12.031(3), and other applicable law.

RECITALS

1. Each of the Member Agencies is a party to the HAZMAT Interlocal Agreement, which is Exhibit 32 to the Pierce County Master Interlocal Agreement (MIA). Through Exhibit 32, the parties agreed to cooperate in the formation, operation and financing of a HAZMAT Response Team. The team members are drawn from the ranks of the Member Agencies. They respond to hazardous materials incidents that occur within the jurisdictional boundaries of any of the Member Agencies and, with an executed agreement, within the boundaries of an Agency Requesting Service.

2. The Member Agencies are now willing and able to provide such HAZMAT services in other jurisdictions within the region, that have not heretofore become parties to the Interlocal Agreement, so long as they are reimbursed for any costs incurred in providing such response.
3. The Agency Requesting Service does not have the trained personnel within its jurisdiction or otherwise available to it to respond to such HAZMAT incidents.

THE PARTIES TO THIS AGREEMENT, TO CARRY OUT THE PURPOSES AND FUNCTIONS DESCRIBED HEREIN, IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY EACH OF THE PARTIES, AGREE AS FOLLOWS:

1. Purpose.

The purpose of this interlocal agreement is to make the HAZMAT Team created by the Member Agencies available to other agencies, in consideration for reasonable payment to defray any costs to the Member Agencies, but not for profit. A critical element of this agreement is to maintain the immunities provided by law (RCW 70.136) for responding agencies and the incident command agency. Therefore, the following terms and conditions are included in this hazardous materials emergency assistance agreement:

- the person or public agency requested to assist shall not be obligated to assist;
- the person or public agency requested to assist may act only under the direction of the incident command agency or its representative;

- the person or public agency requested to assist may withdraw its assistance if it deems the actions or directions of the incident command agency to be contrary to accepted hazardous materials response practices;
- the person or public agency requested to assist shall not profit from rendering the assistance.
- any person responsible for causing the hazardous materials incident shall not be covered by the liability standard defined in RCW 70.136.050;
- a copy of the official incident command agency designation shall be made, and become, a part of this assistance agreement as required by RCW 70.136.060.

2. Incident Command.

Incident Command shall be the responsibility of the Agency Requesting Service, unless the Agency Requesting Service relinquishes command to the HAZMAT Team leader or another agency. The Agency Requesting Service may make its personnel available for traffic control, securing the scene or other assistance, but they shall remain under the command of the incident commander.

3. Term.

This Agreement shall be for a term of one (1) year from the date hereof; provided, that if unforeseen circumstances occur rendering this Agreement impractical or unworkable, either party may cancel this Agreement upon sixty (60) days' prior written notice.

4. Automatic Renewal.

This Agreement shall be automatically renewed annually after the initial term unless notice of termination of this Agreement is given, in writing, to the other party. This notice of non-renewal or termination must be given at least sixty (60) days prior to the end of any term under this Agreement. This notice may be given by either party, without stating any reason.

5. Complete Agreement.

This Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document.

6. Attorney Review.

All parties agree that this agreement should be reviewed by their attorney. If the Agency Requesting Service is represented by Joseph F. Quinn, the parties consent to the dual representation by such Attorney.

7. Filing Requirements.

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry in force, with the district secretary of any participating fire protection district and with the County Auditor or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source. For "filing" to be complete, all of the foregoing filings shall be accomplished. An agreement shall be deemed "filed" on the date of the last filing of the foregoing.

8. Cost Reimbursement.

The Agency Requesting Service expressly agrees that by executing this interlocal agreement it promises to pay the reasonable costs, including but not limited to the costs of providing personnel, equipment and supplies, incurred by the HAZMAT Response Team or the Member Agencies, pursuant to proper invoice, within 30 days after receipt of invoice, absent extenuating circumstances. The fee schedule for use of equipment shall be the current schedule of fees (adopted annually) by the Washington State Fire Chiefs Association. The costs for personnel shall be the actual, documented costs of providing personnel for the service rendered. The costs for supplies shall be to provide reimbursement for actual supplies used, and documented by invoice.

9. No Third-Party Beneficiary Contract.

The Provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The agreements between the parties are only intended to create rights and/or obligations as between the signatory parties.

10. Effective Date.


This agreement shall be effective this ____ day of _____, 2015


Signature on next page

LEAD AGENCY:

**PIERCE COUNTY FIRE PROTECTION
DISTRICT 21**


Chairman of the Board

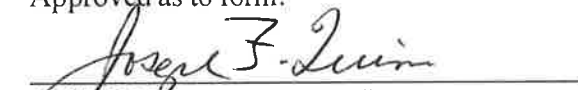

Commissioner


Commissioner

Attest:


District Secretary

Approved as to form:


JOSEPH F. QUINN, WSB #6810
Attorney for District 21

**AGENCY REQUESTING SERVICE:
CITY OF OLYMPIA**

Stephen H. Buxbaum, Mayor

Approved as to form:


Assistant City Attorney