

RESOLUTION R- 3888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BELLEVUE, BOTHELL, ISSAQUAH, KIRKLAND, REDMOND AND KING COUNTY FIRE DISTRICT NO. 45 AND WOODINVILLE FIRE AND LIFE SAFETY DISTRICT RELATING TO JOINT OPERATION OF A HAZARDOUS MATERIALS RESPONSE UNIT AND TEAMS.

Whereas, the City of Kirkland has participated by Interlocal Governmental Agreement in a cooperative hazardous materials response unit; and

Whereas, it is recommended that the membership of said Interlocal Cooperative Agency be changed by the addition of the City of Issaquah, King County Fire District No. 45 and Woodinville Fire and Life Safety District; and

Whereas, a revised Interlocal Governmental Agreement has been recommended to the City Council for its review and approval,

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. That certain revised Interlocal Governmental Joint Powers Agreement relating to hazardous materials response unit and teams as set forth in Exhibit A to the original of this resolution is approved. The City Manager is hereby authorized and directed to sign said agreement on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 19th day of July, 1994.

Signed in authentication thereof this 19th day of July, 1994.



MAYOR

Attest:



City Clerk

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JOINT POWERS AGREEMENT**HAZARDOUS MATERIALS RESPONSE UNIT AND TEAMS**

THIS REVISED AGREEMENT is entered into this _____ day of _____, 1994, by and between the following public agencies pursuant to the authority granted in Chapter 39.34 RCW: The cities of Bellevue, Bothell, Issaquah, Kirkland, and Redmond, , and King County Fire District #45, and Woodinville Fire and Life Safety District. To be considered as a Member in this Agreement, said Member shall commit financial and human resources to the program as prescribed by the Joint Board. The Members of this Agreement will not provide this service to other responders for a fee or under contract. The City of Bellevue will be referred to herein as the Lead Agency and the other Members signatory hereto will be referred to as Members.

1. Purpose. The purpose of this Agreement is to provide a basis and means for improving the quality of emergency services through development of the cooperative Hazardous Materials Response Unit as a normal function of fire protection services.

2. Joint Board - Composition and Authority.

A. The Lead Agency shall be the administrative authority for operations conducted pursuant to this Agreement. A Joint Board shall be established by the Lead Agency and will be composed of one voting representative or designee from each Member agency and one non-voting Member from the Hazardous Materials Incident Team. Board Members selected should be above company-level rank. The Joint Board shall have responsibility for formulating

policy, procedures and establishing annual budgets and acquiring, holding and disposing of real and personal property.

B. The Joint Board shall develop and submit to the Lead Agency an operational budget no later than June 30 of each year and shall:

1) Determine the annual charge per Member by use of the following formula:

- a = That percentage of total calls received which originated from within the Member's service area jurisdiction.
- b = That percentage of the total assessed valuation as reported by the appropriate County Assessor's Office of the total area served by the Hazardous Materials Response Unit which is included within the Member's service area jurisdiction.
- c = The total annual budgeted cost of operation of the Hazardous Materials Response Unit.

$$\frac{a + b}{2} \times c = \text{charge to each Member}$$

2) Service area shall be defined as the Members service jurisdiction as established on the date of signing of this Agreement.

C. The Joint Board shall meet at least quarterly to administer this Agreement.

D. The Joint Board is authorized by RCW 39.34.030(4)(b) to establish a special fund with the Lead Agency's Treasurer designated "Inter-Agency Hazardous Materials Unit Fund". Such fund shall be used for the purpose of depositing each Member's annual monetary contribution as determined herein as well as any service fees, charges, donations or other contributions received and for all expenditures necessary for the annual operation and maintenance of the Hazardous Materials Unit. Funds accumulated in said Hazardous Materials Unit

Fund shall be utilized solely for the continued operation of the Hazardous Materials Response Unit as determined by the Joint Board.

The Joint Board may, after due consideration of operational budgets and other requirements, authorize acceptance of "in-kind" contributions from Member agencies for the purposes of funding said Member's annual cost. In-kind contributions shall be limited to equipment and/or materials necessary for the efficient operation of the Hazardous Materials Response Unit. Upon acceptance by the Joint Board of such "in-kind" contribution, the Joint Board shall become the legal owner of such items or material.

3. Lead Agency - Duties and Responsibility.

A. Shall provide administrative and secretarial support to the Joint Board.

B. Agrees to bill each Member annually on or about January 1st for that Member's share of all annual sums described herein, and each Member agrees to remit payment to the Lead Agency promptly upon receipt of such billing.

C. Shall file certified copies of this Agreement with its city clerk, the King County Auditor and the Secretary of State pursuant to RCW 30.34.040, and with the Director of the State Department of Emergency Services pursuant to Chapter 172, Laws of 1982 and RCW 39.34.050.

4. Indemnification.

Each member (hereinafter "the indemnifying Member"), including the Lead Agency, agrees to indemnify and hold harmless all other Members, including the Lead Agency, together with their respective representatives and employees, from and against any and all liability arising from the injury or death to persons or

damage to property occasioned by any negligent act or omission of any Member or of any of its agents, servants or employees, committed or omitted in connection with this Agreement or with the use or operation of the Hazardous Materials Response Unit, arising out of any activity in which the Hazardous Materials Response Unit is operating within the jurisdictional boundaries of the indemnifying Member, at the request of the indemnifying Member (irrespective of whether it is claimed or alleged that the negligence of such other Members, including the Lead Agency in its capacity as Lead Agency or otherwise, or their respective representatives or employees, contributed to such act or omission) including any and all expenses, legal or otherwise, incurred by such other Members or the Lead Agency in the defense of any claim or suit relating to such injury or damage, provided, however, that the same does not arise out of acts or omissions of such other Members which are contrary to directives given by the Incident Commander or are contrary to the standard operating procedures adopted by the Joint Board. A Member claiming indemnification under this paragraph shall, as a condition precedent to the right of indemnification, give notice and tender defense of the claim to the indemnifying Member. The Members who are not self-insured further agree to name the Lead Agency and other Members as additional insureds on their applicable liability insurance policies for the purpose of this indemnity agreement.

5. Response Criteria. Due to liability and risk management considerations, the Joint Hazardous Materials Response Unit will provide the following emergency services under this Agreement;

A. Will respond to requests from a signatory to this Agreement for incidents within the signatory's jurisdictional service area.

B. May provide response on request from agencies who have written mutual-aid agreements with all Members. The agreements must specifically identify Hazardous Materials Response Unit service as a reciprocal element of those agreements.

6. Responsibilities of Members.

A. No unfunded expenditure(s) may be made without prior approval of the governing bodies of all of the Members.

B. Each Member, except for the Lead Agency, agrees to pay the Lead Agency \$100.00 per year, which sum shall be applied toward actual administrative overhead costs incurred. The amount of the annual administrative overhead charge hereunder shall be reviewed annually and adjusted as necessary to cover anticipated costs. Overhead costs shall include only the following expenses: secretarial services, office materials necessary for secretarial services, and postage.

C. The annual charge per Member, as determined by the Joint Board under Paragraph 2.B. above, shall include all costs of operations and maintenance of the Hazardous Materials Response Unit other than 1) personnel costs and 2) administrative overhead costs as defined in subparagraph 6.B. above.

D. Each Member agrees that all personnel costs incurred as a result of this Agreement, except for secretarial services payable under subparagraph B. above, shall be the sole responsibility of the employee(s)' agency.

7. Charges for Services.

A. The fee schedule attached as Exhibit A, which has been adopted in part by the Washington State Fire Chiefs Association, shall be utilized

by any Member or the Lead Agency in the event it is determined a charge for services is to be made. The Member agency in whose jurisdiction the incident occurred shall be the sole determiner as to whether a fee shall be assessed and shall be solely responsible for collection and distribution of said fees or charges, provided that such agency shall not be obligated either to assess any fee or charge or to collect any fee or charge once assessed.

B. Fees and costs charged and actually received shall be disbursed in the following manner:

1) All equipment fees and material costs received for services of the Hazardous Materials Response Unit shall be paid to the Lead Agency and shall be deposited in the Inter-Agency Hazardous Materials Unit Fund established under Paragraph 2.D. above.

2) All other fees and material costs received for equipment and personnel, other than the Hazardous Materials Unit, shall be paid to the respective agencies rendering services or assistance.

8. Term of Agreement.

A. This Agreement shall be effective from the date of the Agreement until terminated as provided herein. The Agreement may be terminated at any time upon the mutual agreement of all of the Members. The Lead Agency or any Member may withdraw from this Agreement without terminating it by giving written notice to all other Members prior to August 1st of the year of termination; said withdrawal to become effective on December 31st of that year provided such withdrawing Lead Agency or Member thereby relinquishes all rights to any reserve funds, equipment or materials purchased or accepted by the Joint Board as in-kind

contributions through this Agreement. This shall not apply to any equipment, vehicles or materials contributed without charge, which shall revert to the contributor upon termination. A decision to withdraw will not relieve the withdrawing member of liability incurred prior to withdrawal.

B. Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner unless the Lead Agency or Member has relinquished its rights as provided above in subsection A.:

1) All property contributed without charge by each party shall revert to the contributor.

2) All property purchased after the effective date of the original agreement, dated January 13, 1984, shall be distributed based on the percentage of the total annual charges assessed by the Joint Board during the period of this Agreement and paid by each Member or Lead Agency.

3) All unexpended or reserve funds shall be distributed based on the percentage of the total annual charges assessed by the Joint Board during the period of this Agreement and paid by each Member or Lead Agency.

IN WITNESS WHEREOF, we have as of this day set forth on page 1 signed
this Agreement.

CITY OF BELLEVUE

City Manager

Approved as to form:

Assistant City Attorney

Attest:

City Clerk, City of Bellevue

CITY OF BOTHELL

City Manager

Attest:

City Clerk, City of Bothell

CITY OF ISSAQUAH

Mayor

Attest:

City Clerk, City of Issaquah

CITY OF KIRKLAND

City Manager

Attest:

City Clerk, City of Kirkland

CITY OF REDMOND

Mayor

Attest:

City Clerk, City of Redmond

KING COUNTY FIRE DISTRICT #45

Commissioner

WOODINVILLE FIRE AND LIFE
SAFETY DISTRICT

Fire Chief