

RESOLUTION NO. 2015 - 530

A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT TO JOIN THE NORTHWEST WASHINGTON INCIDENT MANAGEMENT TEAM

WHEREAS, the City of Mill Creek is committed to protecting the welfare of its citizens as best as it is capable; and

WHEREAS, the staffing and financial resources of the City are insufficient to provide emergency management operations in certain severe disaster and emergency situations; and

WHEREAS, the Northwest Washington Incident Management Team was created and has the resources and capability to manage emergencies beyond the capability of the City; and

WHEREAS, the Northwest Washington Incident Management Team is willing to offer those emergency management resources and capabilities to other cities, counties, and agencies; and

WHEREAS, it would benefit the City of Mill Creek and its citizens to readily have available such resources and capability;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The City Manager is authorized to execute the Northwest Washington Incident Management Team Interlocal Agreement, which is attached as Attachment A, on behalf of the City of Mill Creek.

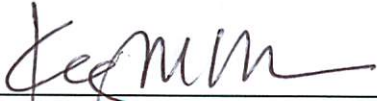
Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Adopted this 26th day of May 2015 by a vote of 6 for, 0 against, and 0 abstaining. *(Councilmember Bond was absent)*

APPROVED:


PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:



KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:



SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: 5/26/15

PASSED BY THE CITY COUNCIL: 5/26/15

PUBLISHED: n/a

EFFECTIVE DATE: 5/26/15

RESOLUTION NO.: 2015-530

INTERLOCAL AGREEMENT

Northwest Washington Incident Management Team

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 26th day of October, 2006, by and between those Washington cities, counties, fire districts and other governments identified on the attached Exhibit "A" as may be amended from time to time. Hereinafter, all of the member governments may be referred to individually as "Member" or "party" and collectively referred to as the "Members" or the "parties."

WHEREAS, the Members believe that it is in their best interests to reach an agreement to participate as a group for the mutual advantage of all Members in the provision of efficient and effective incident management support. The group will be called the Northwest Washington Incident Management Team ("NWIMT").

WHEREAS, pursuant to Chapter 39.34 of the Revised Code of Washington, the Members desire to create a joint board to govern this joint undertaking.

WHEREAS, the Members desire to set forth the organizational structure, the legislative control, the funding guidelines, and the overall operation of NWIMT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows.

1. Joint Undertaking. The undersigned parties hereby agree to participate in NWIMT, which shall be organized and structured by the terms of this Agreement, and governed and administered in accordance with this Agreement.

2. Purpose. The purpose of the NWIMT is to establish a coordinated multi-discipline interagency Type Three Incident Management Team in Northwest Washington, to include the geographic areas of Snohomish, Whatcom, Skagit, Island and San Juan Counties.

3. Joint Board. An Interim Board has been established to oversee the development of the Incident Management Team. The Interim Board shall continue oversight of the IMT development process until January 1, 2007. After which, the Members agree to establish a Joint Board of nine members which shall be the governing body for NWIMT. The Joint Board shall oversee implementation of this Agreement and shall form an Operational Committee as set forth below.

3.1 Directors. A Joint Board shall be elected from among the Members. The Joint Board shall consist of a representative from Law Enforcement,

Fire Service, Emergency Management, Healthcare, Public Health, Public Works, Admin/Finance, Information Technology and the Lead Coordinating Agency. Such representatives shall be called "Directors." A majority of Directors shall constitute a quorum.

3.2 Officers. The Joint Board shall elect a Chair who shall preside at meetings of the Joint Board and shall perform such other duties as are incident to the office or are properly required by the Chair of the Joint Board. If necessary, the Joint Board may provide for the election of additional officers.

3.3 Working Group. The Joint Board shall form a Working Group comprised of ten individuals from among the Members. The Operating Committee shall oversee the day to day operations of NWIMT. The Working Group may establish standards, guidelines, policies, and procedures as necessary to the management and operation of NWIMT and consistent with this Agreement. All such standards, guidelines, policies, and procedures may be reviewed, modified, or eliminated at the discretion of the Joint Board.

3.4 Regular Meetings. There shall be regular meetings of the Joint Board not less frequently than once each calendar year. Special meetings of the Joint Board may be called at any time by the Chair or upon written request of any two Directors.

3.5 Compliance with Law. In all respects, the Joint Board, and each Director, shall comply with all applicable laws and regulations, including Chapter 42.30 RCW, the Open Public Meetings Act and all other applicable laws.

4. New Members. New Members may be admitted under such terms and conditions as established in the documents adopted under Section 3.3 above. Prior to being admitted as a new member each such entity shall sign and be bound by this Agreement and shall tender its proportionate share of the budget for any partial year or full financial participation if the party joins at the commencement of a new budget year.

5. Written Report. Each year, at a time set by the Joint Board, the Joint Board shall provide a written report to the governing body of each Member concerning the status of NWIMT.

6. Lead Coordinating Agency. The Joint Board shall select a Lead Coordinating Agency from among the Members. The Lead Coordinating Agency shall carry out the day to day financial and administrative functions of NWIMT consistent with this Agreement and all standards, guidelines, policies, and procedures

adopted as set forth above. In doing so, the Lead Coordinating Agency shall comply with all applicable law.

7. Withdrawal. Any Member may withdraw from the NWIMT by providing written notice of withdrawal to the Chairperson of the Joint Board and to the Lead Coordinating Agency by June 1 of the year prior to the year of withdrawal. Withdrawal shall be effective on December 31 of the year written notice was provided. The provisions in this Agreement regarding defense and indemnification shall survive the withdrawal of any Member such that the withdrawing Member shall remain bound by such provisions for any incident or occurrence happening prior to 11:59 p.m. on December 31, the effective date of withdrawal even if the claim is brought subsequent to withdrawal. Any Member that withdraws prior to termination of this Agreement waives and surrenders any interest, if any, which it may have in assets owned or obtained by NWIMT.

8. Budget and Finance. The Operating Committee, in consultation with the Lead Coordinating Agency, shall annually prepare a budget and submit it to the Joint Board by May 1st. The Joint Board shall adopt a budget no later than July 30th. Nothing herein shall be interpreted to waive or supersede the final budgetary authority of each entity subject to the provisions relating to withdrawal in Section 7. Each Member shall pay its budgeted share into a special fund to be administered by the Lead Coordinating Agency which shall act as the fiscal agent of the Joint Board. The special fund shall be designated the "operating fund of NWIMT." For audit purposes, all operating revenues of the NWIMT must be deposited into and paid from this special fund. The amount that each Member shall contribute to the fund shall be established by the Joint Board. Members shall make the required payment to the fund no later than February 28 of each year. At the discretion of the Joint Board, non-monetary resources contributed to the NWIMT may be credited toward a Member's obligation to make payment under this section. In addition to payments by members, NWIMT is authorized to collect and/or accept gifts from members of the public, grants, and funds from cost recovery efforts related to specific incidents.

9. Property. The Lead Coordinating Agency shall act as the procuring agent for the purpose of acquiring any property to be held by NWIMT and shall comply with the laws applicable to the agency. Property acquired with NWIMT funds shall be owned by NWIMT and dedicated to NWIMT activities. In the event registration or formal proof of ownership is required for any such property, the property shall be held in the name of NWIMT. All items of property acquired with NWIMT funds that are not disposable shall be marked as property of NWIMT. Upon dissolution, property shall be disposed as set forth in Section 11.

10. Duration. The term of this Agreement shall commence upon execution by a majority of the Members listed in Exhibit A and shall continue in effect until December 31, 2008. This Agreement shall automatically renew each year thereafter; provided, however, that a Member may withdraw providing written notice as set forth in Section 7. This Agreement shall terminate in the event of

Dissolution as provided in Section 11. The provisions in this agreement regarding defense and indemnification shall survive termination and dissolution to the extent necessary to resolve any specific claim, loss, or liability as set forth in Section 7 and Section 11.

11. Dissolution. The NWIMT may be dissolved by the action of 75% of the Members. Upon dissolution, all assets owned by NWIMT, if any, shall be first applied to any financial liability with respect to the winding up of its operations. The value of the remaining assets shall be then apportioned among the Members on the same percentage basis as their financial contribution under Section 8 made in the budget year of dissolution.

12. Insurance. The Agency through its budget, shall maintain liability and casualty insurance policies as the Board of Directors shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of the applicable insurance coverage as determined by judgment or approved settlement agreement.

13. Defense and Indemnification. For any negligent or tortuous action arising out of NWIMT operations which are not covered by or are in excess of insurance purchased by the NWIMT, the Members agree to pay for defense costs and share responsibility for any settlement and/or liability on the same percentage basis as their contribution to NWIMT under Section 8. For any specific claim, the Members responsible for such defense costs and liability shall be those entities that were Members at the time of the occurrence giving rise to the claim, loss, or liability. Each Member agrees to provide indemnification and reimbursement for defense costs to other members to the extent necessary to ensure that each Member is responsible only for its share of the expenses based on the percentage basis of contribution to the annual budget.

Nothing herein shall require or be interpreted to:

13.1 Waive any defense arising out of RCW Title 51.

13.2 Limit or restrict the ability of any Member or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

13.3 Cover or apportion or require proportionate payment of any judgment against any individual or Member for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or municipal corporation. payment of punitive damage awards shall be the sole responsibility of the

individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

14. Amendment by Representative Action. This Agreement may be amended only by the affirmative vote of 75% of the Directors, with each Member's vote being duly authorized by the legislative body of each Member, provided that prior to such amendment, the president of the Joint Board must provide to each Director 90 day's written notice of the proposed amendment and the date the amendment will be considered by the Joint Board.

15. Notices. All notices, demands, requests, consents and approvals that may or are required to be given 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 mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the Member at its main office. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. 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. The Lead Coordinating Agency shall act as administrator of the Agreement for the purpose of maintaining the document and insuring its availability to all Members. The Lead Coordinating Agency shall provide notice to all parties in the event of the addition or withdrawal of a Member.

19. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Member hereto, the Member hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

20. Neutral Authorship. Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Member hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Member preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

21. Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington.

22. Entire Agreement. The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter of this Agreement.

23. Approval of Membership. The undersigned public entity hereby attests that its participation in NWIMT has been approved by this public entity's legislative body.

Executed this _____ day of _____, 2015 for

The City of Mill Creek, Washington

Landy Manuel, Acting City Manager

ATTEST / AUTHENTICATED:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Shane Moloney, City Attorney

EXHIBIT A to the INTERLOCAL AGREEMENT

Northwest Washington Incident Management Team

Members:	Date Signed:
City of Bellingham	10/26/2006
City of Lynnwood	11/23/2006
Snohomish County Fire District #26	09/11/2006
Skagit County Fire District #8	12/13/2006
Emergency Services Coordinating Agency	01/10/2007
Snohomish County Fire District #1	01/16/2007
City of Everett	02/12/2007
San Juan County Fire District #2	02/14/2007
Snohomish County Fire District #3, Monroe	02/26/2007
Snohomish County Fire District #7	03/08/2007
Camano Island Fire & Rescue	05/15/2007
City of Burlington	05/10/2007
Skagit County	10/22/2007
Whatcom County	11/29/2007
San Juan County	03/24/2008
City of Mount Vernon	03/25/2008
Snohomish County Fire District #21	07/29/2008
Alderwood Water District	04/21/2011
City of Mukilteo	08/16/2011
San Juan Fire District #3	01/17/2012
City of Mountlake Terrace	07/22/2014
Snohomish County	08/27/2014
Clallam County Fire District #3	12/02/2014
Kitsap County Fire District #1, Central Kitsap	02/09/2015
Kitsap County Fire District #10, North Kitsap	02/09/2015
Kitsap County Fire District #2, Bainbridge Island	02/12/2015