

**NORTH CENTRAL WASHINGTON HAZMAT TEAM
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 1 day of May, 2022, 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" and collectively referred to as the "Members."

WHEREAS, the Members believe that it is in their best interests to reach an agreement to consolidate their resources and cooperate to provide specialized hazardous materials (Hazmat) response services to Chelan, Douglas, Grant, and Okanogan Counties in response to hazardous materials incidents and other large/complex or specialized emergency incidents;

WHEREAS, pursuant to Chapter 39.34 of the Revised Code of Washington ("RCW"), the Members have created a non-profit corporation known as North Central Washington Hazmat Team ("NCWHT"); and

WHEREAS, the Members desire to set forth the organizational structure, the legislative control, the administration organization, the funding, and the operation of NCWHT.

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

1. **Creation of Organization.** The Members have created a Washington non-profit corporation under the provisions of Chapter 24.03 RCW to be known as "Regional Hazmat Team ('NCWHT')." The Members acknowledge that the Articles of Incorporation of NCWHT were filed with the Washington State Secretary of State on or about March 15, 2022.
 - 1.1 Initial Board of Directors. The initial board of directors of NCWHT shall consist of those persons identified in the attached **Exhibit B**, and shall be called "Directors." These Directors shall serve under the terms and conditions of this Agreement, the Articles of Incorporation and the Bylaws, as may be amended, until such time as they are replaced.
 - 1.2 Adoption of Bylaws. The Board of Directors shall adopt bylaws for the efficient operation of NCWHT. The Bylaws shall include, without limitation, provisions for the appointment of the Board of Directors of NCWHT that conform to applicable law.
2. **Membership in NCWHT.** Pursuant to Chapter 39.34 RCW, membership in NCWHT shall be limited to fire districts, cities, counties, Indian tribes, and other government agencies that provide emergency response services to hazardous materials incidents.
 - 2.1 Associate Contributors. Private business entities may participate as "Associate Contributors" in conformance with such terms and conditions as are established in the Bylaws. The participation of Associate Contributors shall be limited to the ability to participate in NCWHT as a Director. The Members agree that the Bylaws shall provide that each Associate Contributor may appoint a Director to

serve on NCWHT's Board of Directors; however, a majority of the Board of Directors must be appointed by Members. Under no circumstances shall private business entities' involvement with NCWHT be permitted to include activity that is not permitted under Washington State law.

- 2.2 New Members. New Members and new Associate Contributors may be admitted under such terms and conditions as established in the Bylaws.
 - 2.3 Annual Report to the Members. Each year, at a time set by the Board of Directors, the Board of Directors and staff of NCWHT shall provide a written report to the governing body of each Member concerning the status of NCWHT.
 - 2.4 Initial Meeting of the Members. The Board of Directors will hold an initial meeting of the Members within thirty (30) days of the execution of this Agreement by a majority of the Members for the purpose of approving the initial Operating Budget (as the term is later defined herein).
 - 2.5 Annual Meeting of the Members. The Board of Directors shall hold an annual meeting of the Members and Associate Contributors at a time and place designated by the Board of Directors and provided in a written notice to each Member and Associate Contributor at least thirty (30) days in advance. At this meeting, the Board of Directors shall seek approval of the budget for the following year and conduct such other business as the Board of Directors may determine.
 - 2.6 Voting Rights. Each Member agency shall, at all times, have one voting representative on the NCWHT.
3. **Governance of NCWHT.** NCWHT shall be governed by a Board of Directors appointed in compliance with the terms and conditions of the Bylaws.
 - 3.1 Compliance with Laws. In all respects, the Board of Directors, 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. **Purpose of NCWHT.** NCWHT is organized to provide specialized emergency response services including, but not limited to, acting as a Community Response Network ("CAN"), providing response to hazardous materials incidents, and providing response to large and/or complex incidents to provide incident command support to the citizens of the Chelan, Douglas, Grant, and Okanogan Counties (the "Service Area"). In this regard, NCWHT may exercise all of the powers of the Members provided by law to provide such services (the "Services"). With respect to hazardous materials incidents, NCWHT's purpose will be either (i) to serve as an incident command agency for responding to hazardous materials incidents, as provided for under Chapter 70.126 RCW; or (ii) to be an entity with whom the applicable incident command agency will enter into a hazardous materials assistance agreement under which NCWHT provides assistance.
 - 4.1 Determination of Services. NCWHT, through its Board of Directors, shall determine the means and manner of providing the services and the level of services provided.

- 4.2 Powers of NCWHT. Subject to the approval of the Board of Directors, NCWHT shall have the broadest power granted by law. These powers include the authority to employ personnel, and purchase real and personal property. No employee of NCWHT shall be deemed to be an employee of any Member for any reason.
5. **Property**. NCWHT may utilize Member and/or Associate Contributor property as agreed upon by the parties and as permitted by the Bylaws. NCWHT may purchase such other equipment as it deems appropriate through the budgetary process. Upon the termination of this Agreement, any equipment or other property owned by NCWHT shall be liquidated and the proceeds shall be (i) used to pay any outstanding third-party obligations of NCWHT, and (ii) disbursed among NCWHT's Members at the time of such winding-up as provided for in the Bylaws.
6. **Financial Contributions**. NCWHT shall receive payments, financial or in-kind, from each Member and Associate Contributor in accordance with the Bylaws. NCWHT shall also receive such other payments as provided for in the Bylaws, and/or as the Board of Directors may set as payment for services rendered by NCWHT. The NCWHT Board reserves the right to seek costs from any person or entity that caused the conditions requiring an NCWHT response.
- 6.1 Audit. All funds received by NCWHT from any source shall be deemed "public funds" and shall be subject to all applicable laws of the State of Washington. All funds shall be managed by a government Member appointed by the Board of Directors, which shall be deemed the lead agency for NCWHT for audit purposes. Until changed by the Board of Directors, Chelan County Fire District No. 1 shall serve as the lead agency.
- 6.2 NCWHT Fund. The Board shall establish a special fund designated as the "NCWHT FUND". Such fund shall be used for the purpose of depositing each Member's annual monetary contribution as determined by the Bylaws, as well as any additional contributions received or determined necessary for the annual operation and maintenance of the NCWHT. Funds accumulated in the NCWHT fund shall be utilized solely for the continued operation of the NCWHT as determined by the Board.
7. **Operating Budget**. The Board of Directors shall prepare an operating budget (the "Operating Budget") annually, and shall submit the Operating Budget to the Members for approval at least thirty (30) days in advance of the Annual Meeting of the Members. The initial operating budget for the period from inception to the first annual meeting shall be prepared by the Board of Directors within thirty (30) days of the effective date of this Agreement. The initial Operating Budget will be approved by a majority vote of the members. The annual Operating Budget shall be subject to approval by a majority of the Members. If the Members do not approve the Operating Budget at the annual meeting, then the Members shall provide the Board of Directors with specific instructions as to how to amend the Operating Budget to make it acceptable, and the Members shall reconvene within no more than thirty (30) days to reconsider the amended Operating Budget. The Members and the Board of Directors shall continue this process until such time as the Operating Budget has been approved.

8. **Term of Agreement.** 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 April 30, 2023. This Agreement shall automatically renew each year thereafter; provided, however, that a Member may withdraw (i) by providing notice to the other Members of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of any term, or (ii) pursuant to any other provisions governing the withdrawal of a Member as may be contained in NCWHT's Bylaws. A member who withdraws forfeits any right to a refund of financial contributions previously made. A member who withdraws shall be liable for such member's prorated amount of annual charges for the year in which the member withdraws. Withdrawal of a Member shall not result in termination of this Agreement unless mutually agreed upon by the remaining Members.
9. **Liability.** The Board of Directors shall, subject to availability and Operating Budget authorization, cause NCWHT to obtain and maintain insurance coverage for damage or destruction of equipment, and obtain and maintain comprehensive commercial general liability insurance. The Board of Directors shall determine the appropriate amount of each policy. Each Member shall be named as a certificate holder and, if permitted by the terms of the insurance policy, an "additional insured" under the terms and conditions of the insurance policies.
- 9.1. Each Member and Associate Contributor shall maintain insurance coverage (either through policies or a self-insurance program) in amounts adequate to cover liabilities associated with their normal operations.
- 9.2. To the extent permitted by law, each of the Members and Associated Contributors shall indemnify, defend, and hold harmless the other Members from the negligent acts or omissions of their personnel and public officials to the extent and in proportion to the loss created by those acts or omissions.
- 9.3. To the extent the waiver of subrogation does not impair or otherwise limit applicable insurance, NCWHT and each Member and Associate Contributor hereby waives any subrogated claim they may have against NCWHT and any other Member of Associated Contributor. In the event that NCWHT, a Member or Associated Contributor is "self insured," then the subrogated waiver shall be in an amount equal to the applicable insurance by NCWHT, the Member or Associated Contributor receiving the benefit of the waiver of subrogation.
10. **Notices.** All notices, demands, requests, consents and approvals that may or are required to be given by any Member to any other Member 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.
11. **Amendment.** No modification, termination or amendment of this Agreement may be made except by a majority vote of the Members, with each Member's vote being duly authorized by the legislative body of each Member.


12. **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.
13. **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.
14. **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.
15. **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 Members 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.
16. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Members 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.
17. **Disputes.** The parties agree to attempt mediation prior to the filing of any legal action as a condition precedent to filing a legal action.
18. **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 and the Members agree that for any litigation, venue shall lie exclusively in Chelan County, Washington.
19. **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. This Agreement may be amended only by written instrument executed by the Members subsequent to the date hereof.

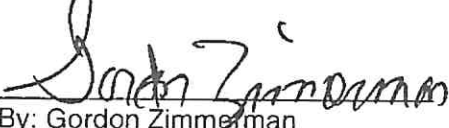
ADOPTED in open public meetings by the following Members:

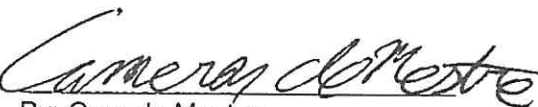
Signatures on Follow Pages

Approved by


**CHELAN COUNTY FIRE PROTECTION
DISTRICT NO. 1**


By: Phil Dormater
Its: Chair


By: Gordon Zimmerman
Its: Commissioner


By: Cam de Mestre
Its: Commissioner

ATTEST:


By: Cindy Blaufuss
Its: District Coordinator

Date: June 8, 2022

Approved by

**DOUGLAS COUNTY FIRE PROTECTION
DISTRICT NO. 2**

Ettore Castellente

By: Ettore Castellente
Its: Commissioner

Danny Johnson

By: Danny Johnson
Its: Commissioner

Dave Fennell

By: Dave Fennell
Its: Commissioner

ATTEST:

Terri Woods

By: Terry Woods
Its: Executive Assistant

Date: 2022-05-12

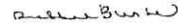
Approved by

**CITY OF MOSES LAKE
(MOSES LAKE FIRE DEPARTMENT)**



By: Allison Williams
Its: City Manager

ATTEST:



By: Debbie Burke
Its: Administrative Services Manager/City Clerk

Date: 2022-05-17

Approved by

**CHELAN COUNTY FIRE PROTECTION
DISTRICT NO. 7**

Russ Jones

By: Russ Jones
Its: Commissioner

Phil C. Moller

By: Phil Moller
Its: Commissioner

Karyl Oules

By: Karyl Oules
Its: Commissioner

ATTEST:

Carol Kibler

By: Carol Kibler
Its: District Secretary

Date: 6/22/2022

EXHIBIT A

MEMBERS

Member	Date Member Joined NCWHT	Member's Representative to Board of Directors
Chelan County Fire Protection District No. 1	Initial	Brian Brett
Douglas County Fire Protection District No. 2	Initial	Brian Brett
Chelan County Fire Protection District No. 7	Initial	Brandon Asher
Moses Lake Fire Department	Initial	Brett Bastian

EXHIBIT B

INITIAL DIRECTORS OF NCWHT

Director	Organization
Brian Brett	Chelan County Fire Protection District No. 1
Brian Brett	Douglas County Fire Protection District. No. 2
Brandon Asher	Chelan County Fire Protection District No. 7
Brett Bastian	Moses Lake Fire