

RESOLUTION NO. R-63-18

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN, WASHINGTON AND CITY OF LEWISTON, IDAHO FOR INTERAGENCY HAZARDOUS MATERIALS EMERGENCY ASSISTANCE.

WHEREAS, the City Council for the city of Pullman has before it an agreement entitled Hazardous Materials Emergency Assistance Interlocal (Interagency) Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

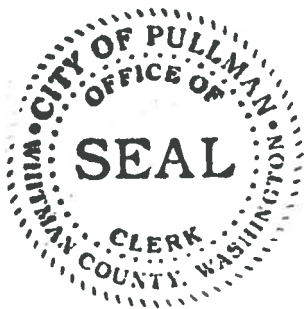
IT IS HEREBY RESOLVED that the Mayor and the city clerk be and they are hereby authorized and directed to execute the agreement for said services and to deliver an executed copy thereof to the city of Lewiston, Idaho.

IT IS FURTHER RESOLVED that the Mayor and city clerk are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement shall be posted on the official website of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 24th day of July, 2018.

DATED this 25th day of July, 2018.



  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

  
\_\_\_\_\_  
City Clerk Dee Stiles-Elliott

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

**FILED**

**JUL 25 2018**

CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

HAZARDOUS MATERIALS EMERGENCY ASSISTANCE INTERLOCAL  
(INTERAGENCY) AGREEMENT

RECITALS

WHEREAS, on the 3<sup>rd</sup> day of November, 1987, pursuant to the provisions of R.C.W. 70.136.030, the City Council for the city of Pullman passed its Ordinance No. 87-42 (attached hereto as Attachment No. 1) wherein it designated

“the Pullman Fire Department of the city of Pullman as a Hazardous Materials Incident Command Agency within the boundaries of the city of Pullman, except to the extent the Washington State Patrol has responsibility along state highway corridors.”

which designation was duly filed with the office of the Director of Commerce as required by the provisions of R.C.W. 76.136.030; and,

WHEREAS, pursuant to the provisions of R.C.W. 70.136.040 Hazardous Materials Incident Command Agencies such as the Pullman Fire Department, “are authorized and encouraged, prior to a hazardous materials incident, to enter individually or jointly into hazardous materials emergency assistance agreements with any person [i.e.: individual, partnership, corporation, or association] whose knowledge or expertise is deemed potentially useful.”; and,

WHEREAS, the city of Pullman, Washington believes that the North Idaho Emergency Response Team (hereinafter referred to as the NIERT) administered through the city of Lewiston, Idaho has knowledge and expertise pertaining to hazardous materials which would be useful to the Fire Department of the city of Pullman as the designated Hazardous Materials Incident Command Agency for the areas of the city of Pullman as designated by Pullman City Council Ordinance No. 87-42; and,

WHEREAS, pursuant to the provisions of Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington, and R.C.W. 70.136.040 and Sections 67-2332 and 39-7106(3) of the Idaho Code, the cities of Pullman, Washington and Lewiston, Idaho are authorized to enter into a hazardous materials emergency assistance agreement; and,

WHEREAS, the city of Lewiston, Idaho considers it appropriate to contract with the city of Pullman, Washington to make available the services of the NIERT to the city of Pullman on the terms and conditions hereafter set forth; now, therefore,

Exhibit “A”

OPERATIVE PROVISIONS

IN CONSIDERATION of the terms and conditions hereinafter set forth, the city of Pullman, a municipal corporation of the state of Washington and the City of Lewiston, an Idaho municipal corporation, do hereby agree as follows:

1. DESIGNATION OF HAZARDOUS MATERIALS EMERGENCY ASSISTANCE AGENCY.

1.1 The North Idaho Emergency Response Team (hereinafter referred to as "NIERT") is hereby designated to assist the Pullman Fire Department (hereinafter referred to as "PFD") with any hazardous materials incident requiring knowledge and expertise greater than that possessed by PFD. This designation is made because of the NIERT proximity to the city of Pullman, its level of training, staffing, expertise, and type of equipment available for response to hazardous materials emergency incidents.

1.2 Notwithstanding the designation set forth in 1.1, when assistance by NIERT is requested by PFD, NIERT shall not be obligated to assist PFD.

2. REQUEST FOR ASSISTANCE. The Commanding Officer or Incident Commander of PFD at the scene of an emergency within the boundaries of its geographical jurisdiction is authorized to request assistance of the NIERT if confronted with an emergency situation at which the PFD has need for equipment, expertise, or personnel in excess of that available at the PFD and of the type available from the NIERT.

3. RESPONSE TO REQUEST. Upon receipt of a request as provided for in 2. of this Agreement, the Commanding Officer of the NIERT shall immediately take the following action:

3.1 Determine if the NIERT has equipment, expertise, and personnel available to respond to the request of the PFD and determine the type of the equipment and number of personnel available.

3.2 Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.

3.3 In the event the requested equipment and/or personnel are available, then the Commanding Officer of NIERT may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

4. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the PFD at the scene of the emergency, to which the response is made by the NIERT, shall be in command of the operations under which the equipment and personnel sent by the NIERT shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus and team. If the Incident Commander of the PFD specifically requests a senior officer of the NIERT to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation. NIERT may withdraw its assistance if the officer in charge of the responding apparatus and team deems the actions or directions of the Incident Commander of the PFD to be contrary to hazardous materials response practices.

5. LIABILITY. The parties agree that the PFD shall assume liability for and hold the NIERT harmless from all liabilities which arise out of command decisions or judgments. However, each party hereto agrees to assume

responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless therefrom as to actions relating to performance under this Agreement consistent with the provisions of R.C.W. 70.136.050 and Section 39-7113, Idaho Code. This provision shall survive the expiration or termination of this Agreement.

6. POST RESPONSE RESPONSIBILITY. Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the party owning said equipment.
7. COMPENSATION.
  - 7.1 The NIERT shall not profit from the rendering of assistance to the PFD. Each party agrees that the NIERT shall be reimbursed by the city of Pullman for its costs of response if billed by the city of Lewiston and the city of Pullman may if it chooses seek reimbursement consistent with the provisions of R.C.W. 4.24.314.
  - 7.2 Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees.
8. INSURANCE. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
9. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hoses, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
10. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property.
11. ADMINISTRATION AND FINANCE. There is not hereby created any separate legal or administrative entity as might be provided by R.C.W. 39.34.040 (4). There shall be no joint or cooperative acquiring, holding and disposing of real or personal property as allowed in R.C.W. 39.34.030 (4) (b), and each party hereto shall be responsible for administrating and financing their separate obligations hereunder.
12. DOCUMENT CONTROL – EXECUTION. That a duplicate original of this Agreement shall be filed with the Clerk of each party. Original executed copies of this Agreement shall also be filed with the Whitman County Auditor, and shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.

13. TERM, RENEWAL, AND TERMINATION. The Initial Term of this Agreement shall be from July 1, 2018 through September 30, 2018 (“Initial Term”). Thereafter, this Agreement shall automatically renew for up to three (3) additional one (1) year terms (each a “Renewal Term”), unless terminated as provided below:

13.1 A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior thereto in writing.

13.2 Termination of the relationship affected by this Agreement shall not preclude future agreements for mutual aid between the parties.

14. AGREEMENT NOT EXCLUSIVE. This agreement is not intended to be exclusive as between the parties hereto. Either of the parties hereto may, as that party deems necessary or expedient, enter into a separate mutual assistance agreement or agreements with any other party or parties. Entry into such separate agreements shall not change any relationship or covenant herein contained; unless the parties hereto mutually agree in writing to such change.

15. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

Pullman: Mike Heston, Fire Chief  
City of Pullman  
620 S. Grand  
Pullman, Washington 99163

Lewiston: City Manager  
City of Lewiston  
1134 F Street  
P.O. Box 617  
Lewiston, Idaho 83501

and

Fire Chief  
City of Lewiston  
1134 F Street  
P.O. Box 617  
Lewiston, Idaho 83501

16. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

17. AMENDMENTS: This Agreement may be modified or amended only by a writing duly executed by both Parties.

18. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

19. MERGER AND INTEGRATION: This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

DATED:

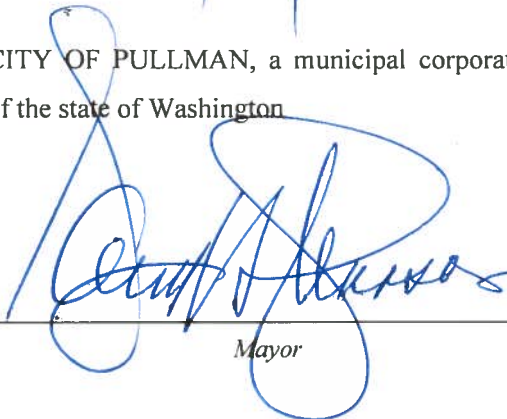
7/25/18

DATED:

06/04/18

CITY OF PULLMAN, a municipal corporation  
of the state of Washington

CITY OF LEWISTON, an Idaho municipal  
corporation

  
\_\_\_\_\_  
Mayor

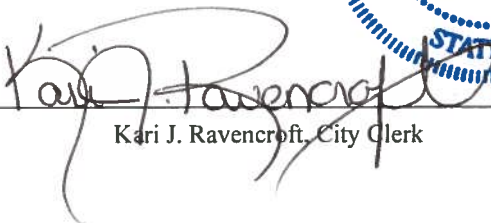
  
\_\_\_\_\_  
Michael G. Collins, Mayor



ATTEST:

  
\_\_\_\_\_  
Leann L. Hubbard  
Finance Director

ATTEST:

  
\_\_\_\_\_  
Kari J. Ravencroft, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney