

# 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 30<sup>th</sup>. 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 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. Recording. This Agreement and any amendment shall take effect upon execution by the parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.

DATED this 9<sup>th</sup> day of September, 2014.

DATED this 27<sup>th</sup> day of August, 2014.

**NORTHWEST WASHINGTON  
INCIDENT MANAGEMENT TEAM**

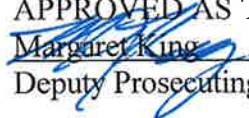


Chairman

**SNOHOMISH COUNTY**

  
Snohomish County Executive 8-27-2014

**STEPHEN CLIFTON**  
Executive Director

APPROVED AS TO FORM:  
 8/7/2014  
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>8-27-14</u>
Docfile:	<u>D-2</u>

# NORTHWEST WASHINGTON INCIDENT MANAGEMENT TEAM

## BY-LAWS

### 1.0 NAME

The Northwest Washington Incident Management Team (NWIMT) is a separate legal entity authorized by RCW 39.34, the Inter-local Cooperation Act.

### 2.0 PURPOSE

The Northwest Washington Incident Management Team (NWIMT) is a coordinated, multi-discipline, interagency Type Three Incident Management Team in northwest Washington, which includes the geographic areas of Snohomish, Skagit, Whatcom, Island and San Juan Counties.

### 3.0 MEMBERSHIP

The membership of NWIMT shall be made up of those agencies that sign and consent to be bound by the NWIMT Inter-local Agreement, and tender annual membership assessments. The conditions and regulations of membership and the rights or privileges shall be determined and fixed within these By-laws.

3.1 There shall be two (2) levels of membership in the NWIMT: Primary and Associate.

#### 3.1.1 Primary Membership

Primary Membership is restricted to Cities, Counties and Tribes. Representatives of Primary Member jurisdictions may serve on either the Board of Directors or the Operating Committee; and may vote in the election of the Board of Directors.

#### 3.1.2 Associate Membership

Associate Membership includes Special Districts and other government sub-entities, such as Fire Districts and Health Districts. Representatives of Associate Member agencies may serve on the Operating Committee and vote in the election of the Board of Directors. Associate Member representatives are not eligible to serve on the Board of Directors.

- 3.2 Withdrawal from membership may be accomplished through written notice to the Chairperson of the NWIMT Board of Directors 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.

#### **4.0 BOARD OF DIRECTORS COMPOSITION**

The NWIMT Board of Directors is the governing body for NWIMT. The Board of Directors shall consist of nine (9) representatives elected from Primary Member agencies.

- 4.1 The Board of Directors shall consist of a representative from Law Enforcement, Fire Service, Emergency Management, Healthcare, Public Health, Public Works, Administration/Finance, Information Technology and the Lead Coordinating Agency. These representatives shall be called "Directors."
- 4.2 The nominating of candidates for Board of Directors positions shall occur at the November meeting.
- 4.3 The election of the Directors shall occur at the December meeting.
- 4.4 Written ballots shall be used for the election of the Board Directors. The most immediate past Chairperson shall preside over elections.
- 4.5 Board of Directors positions shall be filled by a simple majority vote of the Primary and Associate members present. No proxy ballots/votes shall be cast.

#### **5.0 DUTIES OF THE BOARD AND BOARD DIRECTORS**

##### **5.1 Duties of the Board of Directors**

The NWIMT Board of Directors shall oversee implementation of the NWIMT Inter-local Agreement and provide policy and direction for NWIMT.

5.1.1 The Board of Directors shall act as a body in making its decisions. Four (4) Directors shall constitute a quorum.

5.1.2 No Director shall speak or act for the Board of Directors without prior authorization of the Board, except as otherwise provided for in these By-laws.

##### **5.2 Board of Directors Officers**

The Board of Directors shall elect a Chairperson who shall preside at meetings of the Board of Directors and perform such other duties as are incident to the office



or are properly required. If necessary, the Board of Directors may provide for the election of additional officers.

### 5.3 Nomination and Election of Officers

The business of the NWIMT shall be conducted by the officially elected officers.

5.3.1 The nominating of candidates shall occur at the January meeting.

5.3.2 The election of the Board of Directors officer(s) shall occur at the January meeting.

5.3.3 When there is more than one (1) candidate nominated for an elected position, a written ballot shall be used. The most immediate past Chairperson shall preside over elections.

5.3.4 All elected positions shall be filled by a simple majority vote of the Directors present. No proxy ballots/votes shall be cast.

### 5.4 Duties of the Elected Officers

The Chairperson shall:

5.4.1 Preside over all meetings of the NWIMT Board of Directors.

5.4.2 Act as NWIMT's representative at meetings with other organizations, committees or at public functions.

5.4.3 Make no pronouncements that will obligate or commit NWIMT except as provided by these By-laws or pursuant to authorization of the Board of Directors.

5.4.4 Appoint all committees, as necessary.

### 5.5 Terms of Officers

The terms of office for the Board of Directors Chairperson and any other elected positions shall be one (1) year.

### 5.6 Vacancies in Offices

When a vacancy occurs in an elected office prior to the end of that position's term, the following shall occur:

5.6.1 A nomination and election of a current Director shall occur at the next scheduled regular meeting of the Board of Directors. The term shall be for the unexpired portion of the term of the previous Officer.

#### 5.7 Operating Committee

The Board of Directors shall form an Operating Committee comprised of ten (10) individuals from among the Primary and Associate Member agencies. The Operating Committee will oversee the day-to-day operations of NWIMT.

5.7.1 Primary Member representatives may not serve on the Operating Committee when holding a position of Board Director.

5.7.2 The Operating Committee may establish standards, guidelines, policies and procedures as necessary for the management and operation of NWIMT. All such standards, guidelines, policies and procedures must be approved by the Board of Directors, and may be modified or eliminated at the discretion of the Board of Directors.

5.7.3 The Operating Committee, in consultation with the Lead Coordinating Agency, shall annually prepare a budget and submit it to the Board of Directors by May 1.

#### 5.8 Annual Budget

The Board of Directors shall adopt an annual budget for the fiscal period of January 1 to December 31 of each year. The budget shall be adopted no later than July 30.

5.8.1 The Board of Directors shall establish the rate for annual member agency assessments.

### **6.0 MEETINGS AND MEETING NOTICE**

It is the intent of these By-laws to provide for regular meetings of the Membership and to also provide for emergency meetings as deemed appropriate and necessary.

#### 6.1 Regular Meetings

Regular meetings of the Board of Directors shall be held regularly. The time and place of regular meetings shall be established by the Board of Directors.

6.1.1 All meetings shall be conducted in compliance with RCW 42.30, the Open Public Meetings Act and all other applicable laws.

## 6.2 Special or Emergency Meetings

Special or emergency meetings of the Board of Directors may be called at any time by the Chairperson or upon e-mail or written request of any two (2) Directors.

6.2.1 Written notice of special meetings shall be given at least 24 hours prior to the meeting by personal delivery, e-mail or by mail to each Director.

6.2.2 The notice shall specify the time and place of the meeting and the business to be transacted.

## 6.3 Quorums

Four (4) Directors shall constitute a quorum.

## 6.4 Voting

Every Board Director shall be entitled to vote on all issues before the Board at duly called meetings.

6.4.1 When a quorum is present, all action shall be approved by a simple majority vote. No official action may be taken unless a quorum is present.

6.4.2 In the event a quorum is not present, a minimum of three (3) Directors must be present to hold a meeting for discussion purposes only.

6.4.3 The Board may vote by email. In the event of an email vote, action shall be approved by a majority vote.

## 6.5 Parliamentary Procedure

Unless otherwise governed by the laws of the State of Washington, Roberts Rules of Parliamentary Procedure shall govern the conduct of all Board of Directors meetings, except as adopted in these By-laws. The Chairperson or his/her designee shall be the Parliamentarian.

## 6.6 Record of Board of Directors Meetings

The proceedings of the NWIMT Board of Directors shall be recorded and maintained.

6.6.1 Meeting Minutes shall consist primarily of a record of the action taken.

6.6.2 Prior to the adoption of the Minutes, copies of the proposed Minutes shall be forwarded to all Board Directors prior to the next regular meeting for their reference and/or correction.

6.6.3 At the next regular meeting, the Board of Directors shall consider the Minutes for adoption and/or necessary correction.

## 7.0 AMENDMENT

These By-laws, as adopted by the Northwest Washington Incident Management Team (NWIMT) Board of Directors, may be revised or amended at any regular or special meeting of the Board of Directors, by a vote of the whole membership of the Board of Directors, except as otherwise provided in these By-laws; provided that copies of the proposed revisions or amendments shall have been available to each Board Director at least 30 days prior to the regular or special meeting at which the proposed revisions or amendments are to be acted upon.

