

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LAKEWOOD, UNIVERSITY PLACE, THE TOWN OF STEILACOOM AND PIERCE COUNTY FIRE DISTRICT 3 EMERGENCY MANAGEMENT SERVICES.

THIS AGREEMENT is made and entered into by and between the City of Lakewood, a Washington municipal corporation (hereinafter referred to as "Lakewood"), the City of University Place, a Washington municipal corporation (hereinafter referred to as "University Place"), the Town of Steilacoom (hereinafter referred to as "Steilacoom") and Pierce County Fire District 3, a Washington municipal corporation (hereinafter referred to as the "District"), effective upon the date on which the last party signs this agreement, but no earlier than January 1, 2023.

WITNESSETH:

WHEREAS, Lakewood, University Place, Steilacoom and the District have the power, Authority, and responsibility to provide emergency management services within their respective boundaries; and

WHEREAS, the District has a fully functional Emergency Management program and trained personnel that are able to conduct a full range of emergency management functions; and

WHEREAS, Lakewood, University Place, Steilacoom and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of efforts and expenditures; and

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE in consideration of the terms and provisions contained herein, IT IS AGREED by and between Lakewood, University Place, Steilacoom and the District as follows:

1. Emergency Management Personnel.
 - a. The District shall hire two emergency management personnel who will collaborate with Lakewood, University Place and Steilacoom personnel pursuant to a schedule that is mutually agreeable between the parties.
 - b. The District may hire additional Emergency Management personnel if unanimously agreed to by the Joint Board

2. The District shall provide Lakewood, University Place, and Steilacoom with emergency management services through the Emergency Management Personnel as listed below:

- a. Update Lakewood, University Place and Steilacoom's Comprehensive Emergency Operations Plans (CEMP) and file the plans with the State in accordance with WAC 118-30.
- b. Review and update Lakewood, University Place, and Steilacoom's Consolidated Continuity of Operations Plans (COOP) as needed.
- c. Review and update Lakewood, University Place, and Steilacoom's Emergency Operations Center (EOC) Plans as needed.
- d. Create and update a regional Threat Hazard Identification Risk Assessment (THIRA) plan
- e. Facilitate review sessions as needed with Lakewood, University Place, and Steilacoom's respective City/Town Council, Departments and necessary employees to familiarize appropriate personnel with Lakewood, University Place, and Steilacoom's CEMP, COOP and EOC plans along with insuring National Incident Management System (NIMS) compliance.
- f. Coordinate training for Lakewood, University Place, and Steilacoom's EOC staff, including providing familiarity training with the District's Department Operation Center (DOC).
- g. Coordinate and collaborate with Lakewood, University Place, Steilacoom and Pierce County's Department of Emergency Management as needed.
- h. Represent the District, Lakewood, University Place and Steilacoom at local and regional meetings, conferences, and exercises as needed and as assigned.
- i. Research, recommend and assist in facilitating emergency management grant opportunities for Lakewood, University Place, and Steilacoom.
- j. Facilitate coordination of pre-damage and post-damage assessment reports and assist in facilitating associated grant recovery funding.
- j. Assist in developing and coordinating a local Joint Information Center (JIC) for Lakewood, University Place, and Steilacoom.

- k. Prepare and administer EOC drills and exercises as needed.
 - l. Prepare and administer joint EOC/DOC drills and exercises as needed.
 - m. Comply with requirements defined in Lakewood, University Place, and Steilacoom's EMPG grant awards.
 - n. Provide management and reporting requirements for Lakewood, University Place, and Steilacoom's EMPG grant awards.
 - o. Perform other related emergency management duties as are mutually agreed between the District, Lakewood, University Place, and Steilacoom.
 - p. Coordinate the ordering and distribution of resources along with the Logistics Section during an incident.
3. Indemnity. The Parties shall indemnify each other as follows:
- a. Lakewood Indemnity. Lakewood shall protect, defend, indemnify and hold the District, University Place, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Lakewood, its officers, employees, or agents relating to or in the performance of this agreement.
 - b. University Place Indemnity. University Place shall protect, defend, indemnify and hold the District, Lakewood, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of University Place, its officers, employees, or agents relating to or in the performance of this agreement.
 - c. Steilacoom Indemnity. Steilacoom shall protect, defend, indemnify and hold the District, Lakewood, and University Place, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Steilacoom, its officers, employees, or agents relating to or in the performance of this agreement.
 - d. District Indemnity. The District shall protect, defend, indemnify, and hold Lakewood, University Place, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or

omissions of the District, its officers, employees, or agents relating to or in the performance of this agreement.

- e. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE. TITLE 51 RCW SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
4. Pursuant to RCW 39.34.030, this agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking. Therefore, the agreement establishes a joint board responsible for administering the agreement. The Joint Board shall consist of the City Manager of Lakewood, the City Manager of University Place, the Town Administrator of Steilacoom, and the Fire Chief of the District. There is no real or personal property to be acquired, held or disposed of pursuant to this agreement, except as set forth in paragraph 8e below. The duration or term of agreement, the purpose, the manner of financing and establishing a budget for the joint undertaking, and the method of terminating the agreement, partially or completely, are set forth herein, as are all other necessary and proper matters.
5. This agreement shall renew annually, and may be terminated by any party giving ninety (90) calendar days' notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to indemnify any other action needed to carry out the purposes and intents of the parties regarding this agreement, and needed to comply with the codes and goals of Lakewood, University Place, Steilacoom and the District.
6. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive order and such rules as are promulgated to assure that no person shall, on the ground of race, creed, color, national origin, sex, age or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.
7. Payment- For the personnel and services provided under this agreement:
 - a. Lakewood, University Place and Steilacoom agree to first apply their EMPG awards.
 - b. The District agrees to share 40% of the remaining Emergency Management

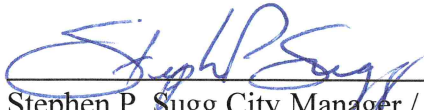
- Personnel costs.
- c. Lakewood, University Place and Steilacoom agree to share 60% of the remaining Emergency Management Personnel costs on a per-capita basis.
 - d. Lakewood, University Place, and Steilacoom will reimburse the District for any material costs that the District expends on behalf of Lakewood, University Place, and Steilacoom in order to execute the provisions of this agreement that the Joint Board agrees is necessary to execute the provisions of this agreement.
8. For unanticipated and reasonable expenses not identified above, and in the event of an emergency:
- a. Single Agency Activation - If the EOC is established for a local emergency affecting only one of the WPEMC agencies, the costs of the associated emergency will be the responsibility of the affected entity. If adjunct staffing for the EOC is necessary, the other agencies will agree to provide staffing for the first three days of the incident at no charge to the affected agency, provided staff are available. Any activation longer than 72 hours will necessitate reimbursement under the formula set forth in Section 7(a) & (b).
 - b. Multiple Agency Activation – If the EOC is established for an emergency affecting two or more WPEMC agencies, a cost sharing model will be utilized. Costs for the EOC will be shared amongst the affected municipalities on a per capita basis. The District will be responsible for costs associated with their operation.
 - c. Equipment usage – If there is a need to share equipment, the costs associated with operating such equipment, excluding personnel will be reimbursed. For example, fuel and maintenance are subject to reimbursement.
 - d. Commodities – Costs for expendable and durable commodities including office supplies, sandbags, dust masks, trash bags, printer paper, batteries, etc. will be shared on a per capita basis under the formula set forth in Section 7(a)(1) and (a)(2). For commodities, every effort will be made to find resources within the coalition. If commodities need to be acquired that are over \$40,000.00, every effort will be made to secure Joint Board approval in advance of purchase.
 - e. For those costs shared on a per-capita basis by Lakewood, University Place and Steilacoom, each municipality's share shall be split proportionately based on each jurisdiction's percent of the total population of all jurisdictions per the Office of Financial Management annual estimates, rounded to the nearest whole percent.
9. Miscellaneous Terms.
- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington: jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.
- c. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- d. Any party providing personnel supplied in furtherance of this Agreement will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. Such personnel, by virtue of this Agreement do not become an employee of the other parties. All Parties will cooperate fully in assisting the other Parties to provide the services authorized in this Agreement.
- e. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- f. Unless otherwise specifically provided herein, personal property and any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- g. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- h. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.
- i. This Agreement constitutes the entire agreement between the parties. It supersedes the agreement which entered into effect as of on or about January 1, 2022. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all parties.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

CITY OF UNIVERSITY PLACE

WEST PIERCE FIRE & RESCUE



Stephen P. Sugg City Manager / Date



Jim Sharp, Fire Chief / Date

Attest:




Emelita J. Genetia, City Clerk



Eric Quinn, Attorney

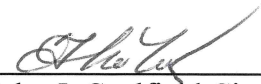
Approve as to Form:



Matthew S. Kaser, City Attorney

CITY OF LAKEWOOD

TOWN OF STEILACOOM

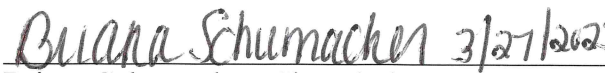
 3/27/2028

John J. Caulfield City Manager / Date
This Kraus. Acting City Manager

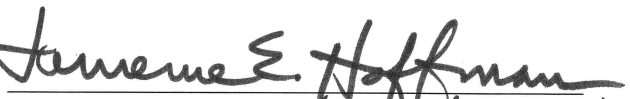


Dick Muri, Mayor / Date

Attest:

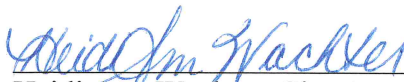
 3/27/2023

Briana Schumacher, City Clerk



Attorney **LAWRENCE E. HOFFMAN**

Approved as to Form:



Heidi Ann Wachter, City Attorney