

**CITY OF LAKEWOOD and
PIERCE COUNTY FIRE DISTRICT 3**

**INTERLOCAL AGREEMENT
EMERGENCY MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Lakewood, incorporated under the laws of the State of Washington (hereinafter referred to as the "City") and Pierce County Fire District 3, a municipal corporation of the State of Washington (hereinafter referred to as the "District"), effective upon the date on which the last party signs this agreement.

WITNESSETH:

WHEREAS the City 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, the City and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of effort 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 the City and the District as follows:

1. The District shall hire an Emergency Management Coordinator who will collaborate with City personnel, pursuant to a schedule that is mutually agreeable between the parties.
2. The District shall provide the City with emergency management services, through the Emergency Management Coordinator, as listed below:
 - a. Update the City's Comprehensive Emergency Operations Plan (CEMP) and file the plan with the State, in accordance with WAC 118-30.
 - b. Review and update the City's Consolidated Continuity of Operations Plan (COOP), as needed.
 - c. Review and update the City's Emergency Coordination Center (ECC) Plan, as needed.
 - d. Facilitate review sessions, as needed, with the City Council, City Departments and necessary City employees to familiarize appropriate personnel with the City's CEMP, COOP and ECC plans, along with insuring National Incident Management System (NIMS) compliance.

- e. Coordinate training for the City's ECC staff, including providing familiarity training with the District's Fire Area Command (FAC).
 - f. Coordinate and collaborate with the City and the Pierce County Department of Emergency Management, as needed.
 - g. Represent the District and the City at local and regional meetings, conferences, and exercises, as needed and as assigned.
 - h. Research, recommend and assist in facilitating emergency management grant opportunities for the City.
 - i. Facilitate 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 the City.
 - k. Prepare and administer ECC drills and exercises, as needed.
 - l. Prepare and administer joint ECC/FOC drills and exercises, as needed.
 - m. Comply with requirements defined in the City's EMPG grant award.
 - n. Provide management and reporting requirements for the City's EMPG grant award.
 - o. Perform other related emergency management duties as are mutually agreed between the District and the City.
3. The City shall protect, defend, indemnify, and hold the District, 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 City, its officers, employees, or agents relating to or in the performance of this agreement. The District shall protect, defend, indemnify, and hold the City 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. 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 and the Fire Chief. There is no real or personal property to be acquired, held or disposed of pursuant to this agreement, except as set forth in paragraph 9e. 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 either party giving 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 identify 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 the City 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 orders and such rules as are promulgated to assure that no person shall, on the grounds 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.
 - a. For the services provided under this agreement, the City agrees to pay the District a fee equal to the amount identified in the "Salary and Benefits" portion of the City's EMPG grant award. In the City's current EMPG grant award (Grant Agreement number E12-223), this fee shall be \$77,100.
 - b. Should the "Salary and Benefits" portion of the City's EMPG grant funding be diminished and/or eliminated, the parties will meet to determine if the program identified in this agreement shall continue and/or be altered by mutual agreement of the parties.
 - c. In addition to the annual fee listed in paragraph 7.a. of this agreement, the City will reimburse the District for any material costs that the District expends on behalf of the City in order to execute the provisions of this agreement.
8. 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. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
 - e. 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.
 - f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

- g. 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 the City shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. 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 both parties.

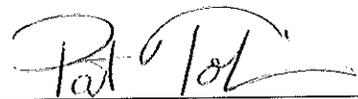
IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

FOR: City of Lakewood



 Andrew E. Neiditz, City Manager

FOR Pierce County Fire District 3:



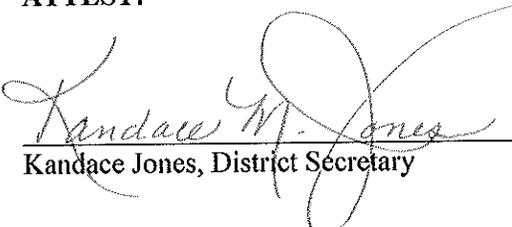
 Pat Tobin, Board Chair

ATTEST:



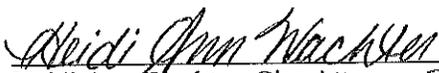
 Alice M. Bush, City Clerk
 7-4-12

ATTEST:



 Kandace Jones, District Secretary

APPROVED AS TO FORM:



 Heidi Ann Wachter, City Attorney 3/20/12

APPROVED AS TO FORM:

 Joseph Quinn, District Attorney

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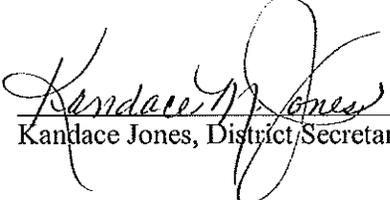


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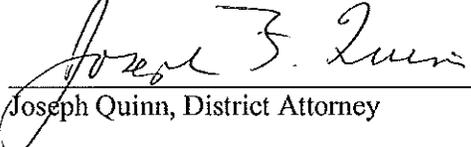


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