

RESOLUTION NO. 906

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING
AN INTERLOCAL AGREEMENT WITH CITY OF LAKEWOOD AND WEST PIERCE FIRE
AND RESCUE FOR EMERGENCY MANAGEMENT OPERATIONS**

WHEREAS, Chapter 39.34 RCW allows municipalities to enter into interlocal agreements with other local governments to carry out their responsibilities; and

WHEREAS, the City of University Place desires to partner with the City of Lakewood and West Pierce Fire and Rescue for emergency management operations;

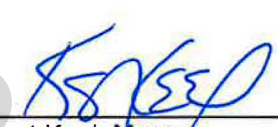
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Approval of form of Interlocal Agreement. The City Council hereby approves execution of the Interlocal Agreement between the City of University Place, the City of Lakewood, and West Pierce Fire and Rescue in substantially the form accompanying this Resolution.

Section 2. Completion of Transaction. The City Manager or his designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached, and the terms of this Resolution.

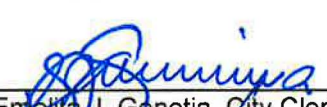
Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON DECEMBER 2, 2019.



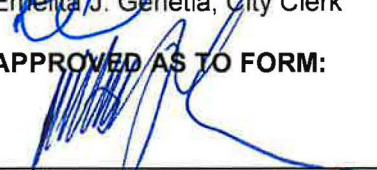
Kent Keel, Mayor

ATTEST:



Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:



Matthew S. Kaser, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LAKEWOOD AND UNIVERSITY PLACE
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"), 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, 2020.

WITNESSETH:

WHEREAS, Lakewood, University Place, 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, 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, and the District as follows:

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

- e. Coordinate training for Lakewood and University Place's ECC staff, including providing familiarity training with the District's Fire Area Command (FAC).
- f. Coordinate and collaborate with Lakewood, University Place, and Pierce County's Department of Emergency Management, as needed.
- g. Represent the District, Lakewood, and University Place 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 Lakewood and University Place.
- 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 Lakewood and University Place.
- 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 Lakewood and University Place's EMPG grant awards.
- n. Provide management and reporting requirements for Lakewood and University Place's EMPG grant awards.
- o. Perform other related emergency management duties as are mutually agreed between the District, Lakewood, and University Place.

3. Indemnity. The Parties shall indemnify each other as follows:

- a. Lakewood Indemnity. Lakewood shall protect, defend, indemnify and hold the District 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 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, and Lakewood, 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. The District shall protect, defend, indemnify, and hold 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 the District, its officers, employees, or agents relating to or in the performance of this agreement.
- d. 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, 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 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, 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, Lakewood agrees to utilize its EMPG awards.
 - b. For the services provided under this agreement, University Place agrees to utilize its EMPG awards.
 - c. Should there be any remaining Emergency Management Personnel costs, the District, Lakewood and University Place agree to the following:
 - i. The District agrees to share 40% of all the remaining Emergency Management Personnel costs.
 - ii. Lakewood and University Place agree to share 60% of all the remaining Emergency Management Personnel costs. This share shall be split proportionately between Lakewood and University Place based on each jurisdiction's percent of the total population of both jurisdictions per Office of Financial Management annual estimates, rounded to the nearest whole percent.
 - d. Lakewood and University Place will reimburse the District for any material costs that the District expends on behalf of Lakewood and University Place 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 any 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 any party 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

FOR: West Pierce Fire and Rescue

John Caulfield, City Manager

Jim Sharp, Fire Chief

Attest:

Attest:

Briana Schumacher, City Clerk

<NAME>, District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

Joe Quinn, District Attorney

FOR: City of University Place

Steve Sugg, City Manager

Attest:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Matt Kaser, City Attorney