

**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, 2022.**

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 an Emergency Management Coordinator 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 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, 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 Coordination Center (ECC) Plans as needed.
- d. Facilitate review sessions as needed with Lakewood, University Place, and Steilacoom's respective City/Town Council, City Departments and necessary City employees to familiarize appropriate personnel with Lakewood, University Place, and Steilacoom's CEMP, COOP and ECC plans along with insuring National Incident Management System (NIMS) compliance.
- e. Coordinate training for Lakewood, University Place, and Steilacoom's ECC staff, including providing familiarity training with the District's Fire Area Command (FAC).
- f. Coordinate and collaborate with Lakewood, University Place, Steilacoom and Pierce County's Department of Emergency Management as needed.
- g. Represent the District, Lakewood, University Place and Steilacoom 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, University Place, and Steilacoom.
- 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, University Place, and Steilacoom.
- 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, 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.

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 University Place, its officers, employees, or agents relating to or in the performance of this agreement.
  - d. 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 others, 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.

- a. For the services provided under this agreement, Lakewood agrees to use its EMPG awards.
- b. For the services provided under this agreement, University Place agrees to use its EMPG awards.
- c. For the services provided under this agreement, Steilacoom agrees to use its EMPG awards.
- d. Should there be any remaining Emergency Management Personnel costs, the District, Lakewood, University Place, and Steilacoom agree to the following:
- e. The District agrees to share 40% of all the remaining Emergency Management Personnel costs.
- f. Lakewood, University Place, and Steilacoom agree to share 60% of all the remaining Emergency Management Personnel costs. This share shall be split proportionately between Lakewood, University Place, and Steilacoom based on each jurisdiction's percent of the total population of all jurisdictions per Office of Financial Management annual estimates, rounded to the nearest whole percent.
- g. 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.

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

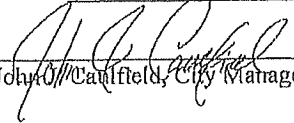
to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.

- 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.

CITY OF LAKEWOOD

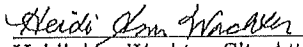
Dated: October 20, 2021

  
John O. Canfield, City Manager

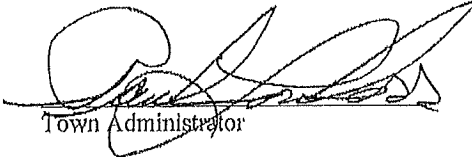
Attest:

  
Briana Schumacher, City Clerk

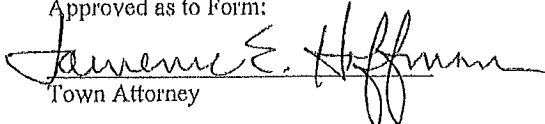
Approved as to Form:

  
Heidi Ann Wachter, City Attorney

TOWN OF STEILACOOM

  
Town Administrator

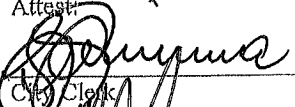
Approved as to Form:

  
Janene E. Hoffman  
Town Attorney

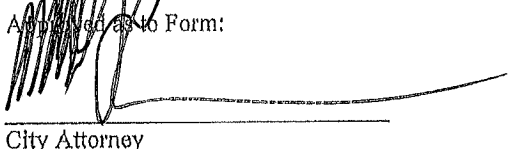
CITY OF UNIVERSITY PLACE

Stephen P. Sugg Digitally signed by Stephen P. Sugg  
DN: cn=Stephen P. Sugg, o=City of University Place, ou=City of University Place  
City Manager

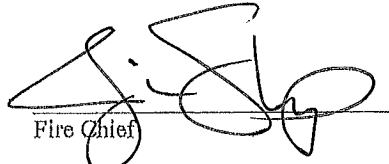
Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

WEST PIERCE FIRE & RESCUE

  
Fire Chief

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Attorney