INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE CITY OF TUMWATER FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between THURSTON COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF TUMWATER, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; and

WHEREAS, County and City believe it to be in the best interests of their residents that County and City share and coordinate services in the event of an emergency situation;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Term. The duration of this agreement shall be five (5) years commencing at 12:01 am on January 1, 2026, and terminating at midnight on December 31, 2030. This agreement shall automatically renew for successive five (5) year terms unless either party provides written notice of termination pursuant to section 7 or intent not to renew at least ninety (90) days prior to the expiration of the then current term. The parties agree to review the terms of this agreement on an annual basis.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. However, "emergency management" or "comprehensive emergency management" does not mean

preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Thurston County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Thurston County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Thurston County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Relationship of the Parties. The employees or agency of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. Compensation. The City agrees to compensate the County for emergency management services in the base amount of Eighty Thousand Dollars ($80,000.00) per year. The compensation amount shall be reviewed annually. The annual fee may be adjusted based on the lesser of: (1) the percentage change in the CPI-U for the Seattle/Bremerton region, or (2) the County's documented increase in personnel or operating costs associated with providing emergency management services. The County shall provide the City with written notice of any proposed cost adjustment by November 30 of each year, and any approved adjustment shall take effect January 1 of the following calendar year. If the parties are unable to reach agreement on a proposed adjustment by January 31, the existing compensation rate shall continue in effect until an agreement is reached or the Agreement is terminated.

7. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

8. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three (3) days after mailing if mailed by first class, postage pre-paid and addressed to the

party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Thurston County:	If to City of Tumwater:
Thurston County Department of Emergency Management c/o Emergency Management Manager 9521 Tilley Rd SW Olympia, WA 98512	City of Tumwater c/o City Administrator 555 Israel Rd. SW Tumwater, WA 98501

9. Indemnification. The County agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the County's performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.

The City agrees to defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City's performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

10. General. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/.080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW,

12. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

13. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought in the Superior Court of Thurston County,

Washington or, if brought by or against the County, the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

14. Filing. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

THURSTON COUNTY
BOARD OF COMMISSIONERs

_____
Tye Menser, Chair

_____
Carolina Mejia, Commissioner

_____
Rachel Grant, Commissioner

_____
Wayne Fournier, Commissioner

_____
Emily Clouse, Commissioner

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

_____
Date

ATTEST:

_____
Amy Davis, Clerk

_____
Date

_____
Melody Valiant, City Clerk

_____
Date

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

_____
Deputy Prosecuting Attorney

_____
Date

_____
Karen Kirkpatrick, City Attorney

_____
Date

Appendix A
Emergency Management Services – Deliverables to City

Preparedness and Prevention Support

- Maintain the Thurston County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the County CEMP as the agencies base CEMP.
- Support the city in developing their CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG).
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events.

Mitigation Support

- Facilitate Hazard Mitigation Plan coordination, development, and review.
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews.

Response Support

- Provide access to and support from our 24-hour Duty Officer.
- Activate and manage the Thurston County Emergency Coordination Center (ECC) as necessary or in support of activations either by plan or City request.
- Support coordination of multi-agency response to emergency incident(s).
- Provide alert, warning, and emergency public information (methods include, Thurston County Alerts, EAS, WEA, social media, and traditional media)
- Coordinate a Joint Information System to support local agency for crisis communications related to an incident(s) or emergency.
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness.
- Provide logistical support, as required.

Recovery Support

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses.
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

Appendix B
Emergency Management Services – Deliverables to County

Preparedness and Prevention Support

- The City will, in accordance with 38.52.070, appoint a director or designee for their Emergency Management organization to serve as the point of contact to Thurston County Emergency Management.
- The City will designate a representative to the Thurston County Emergency Management Council and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

Mitigation Support

- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.

Response Support

- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Thurston County ECC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to ensure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with the National Incident Management System (NIMS) for all emergency management or response activities.

Recovery Support

- In coordination with Thurston County, the City will collect (as needed) disaster damage assessments for individuals and businesses
- Amplify communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.