

**RESOLUTION NO. 2429**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON**, authorizing the City Manager to sign an interlocal agreement between the cities/town of Bonney Lake, Buckley, Carbonado, Orting, ~~South Prairie~~, Sumner and Wilkeson for the provision of emergency management services by the City of Puyallup

**WHEREAS**, the Cities and Towns of Bonney Lake, Buckley, Carbonado, Orting, Puyallup, ~~South Prairie~~, Sumner and Wilkeson have the power, authority and responsibility under Washington law to provide emergency management services within their respective boundaries; and

**WHEREAS**, the City of Puyallup has a fully functional Emergency Management program and trained personnel capable to conduct a full range of emergency management services; and

**WHEREAS**, Bonney Lake, Buckley, Carbonado, Orting, Puyallup, ~~South Prairie~~, Sumner and Wilkeson wish to fully cooperate and coordinate emergency management activities that will avoid unnecessary duplication in exchange for the agreed upon compensation; and

**WHEREAS**, upon adoption of this Interlocal Agreement, the City of Puyallup will provide the identifies services in exchange for the agreed upon compensation; and

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

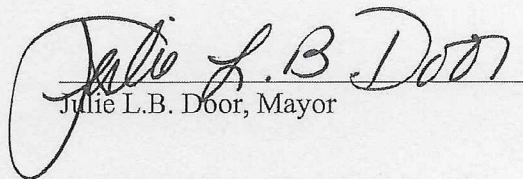
**NOW THEREFORE**, THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1. Authorization.** The City Manager is hereby authorized to sign an Interlocal Agreement with the participating cities and towns in substantially the same form as attached in Exhibit A.

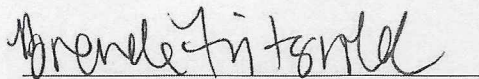
**Section 2. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 3. Effective Date.** This Resolution shall take effect and be in force immediately upon passage.

PASSED BY THE CITY COUNCIL this 26<sup>th</sup> day of January 2021.

  
Julie L.B. Door, Mayor

ATTEST/AUTHENTICATED:

  
Brenda Fritsvold, City Clerk

APPROVED AS TO FORM:

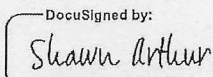
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Shawn Arthur, Deputy City Attorney

Exhibit A

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BONNEY LAKE, BUCKLEY, ORTING, SUMNER, AND PUYALLUP AND THE TOWNS OF CARBONADO, SOUTH PRAIRIE AND WILKESON.**

**THIS AGREEMENT** is made and entered into by and between the City of Bonney Lake, City of Buckley, Town of Carbonado, City of Orting, ~~Town of South Prairie~~, City of Sumner, Town of Wilkeson and the City of Puyallup. Each of the entities are municipal corporations, and authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington to enter into such agreement.

**WHEREAS**, the enumerated cities and towns have power, authority and responsibility to provide emergency management services within their respective boundaries; and

**WHEREAS**, the City of Puyallup has a fully functional Emergency Management program and trained personnel capable of conducting a full range of emergency management functions; and

**WHEREAS**, the enumerated cities and towns wish to cooperate and coordinate activities that will avoid unnecessary duplication of efforts and expenditures for emergency management services.

**NOW, THEREFORE**, in consideration of the terms and provisions herein, IT IS AGREED by and between enumerated cities and towns as follows:

1. Emergency Management Personnel.
  - a. The City of Puyallup shall retain and manage a consultant who will collaborate with the other parties to the agreement (hereinafter "Parties"), pursuant to a schedule that is mutually agreeable between the parties, to provide the emergency management services outlined in this agreement.
  - b. The City of Puyallup may hire or provide additional staff to assist in providing the identified emergency management services, if unanimously agreed to by all Parties.
2. The City of Puyallup shall provide, within the capacity of the consultant to provide the services, emergency management services to the Parties as follows:
  - a. Update and present to the State Emergency Management Division (EMD) the City of Puyallup's and the Parties Comprehensive Emergency Management Plan (CEMP) as a coordinated document combining Emergency Support Functions (ESF) where applicable to all of the Parties, and augmenting ESFs for individual cities based on specific identified hazards.
  - b. Coordinate and assist the Parties with the operational planning for emergency operations centers (EOC), evacuation, mass care and sheltering and such other operational plans as agreed to by a majority of the Joint Board (See 4 below).
  - c. Coordinate and arrange for joint emergency management training for the Parties including but not limited to EOC operations with section specific training such as planning, operations, logistics and finance, as well as, mass care and sheltering, evacuation management and operations; the combined and such other

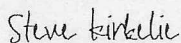
emergency management functions and operations as agreed to by a majority of the joint Board (See 4 below).

- i. The training shall include, at a minimum, a one-half to one full day table top/functional exercise for each jurisdiction and a one full day full scale exercise annually which location shall be rotated annually between the Cities based on individual city capacity to host the desired training. The annual full scale training topic and location shall be a decision of joint Board.
          - ii. EOC operational plans training and Incident Command System (ICS) section specific training shall also be offered from time-to-time by the City of Puyallup and made available to the Parties for participation.
  - d. Research, recommend and apply for emergency management grant opportunities on behalf of the Parties to facilitate the purposes of this agreement. The Parties request and agree to allow Puyallup to apply for Emergency Management Performance Grant (EMPG) funding on their behalf to be put toward the salary(s) of positions provided for in the Interlocal Agreement.
  - e. Represent the Parties in meetings with State, County and other emergency management-related organizations to facilitate the purposes of this Agreement.
  - f. Perform other emergency management duties as mutually and unanimously agreed by all the Parties.
3. Indemnity. The Parties shall indemnify each other as follows:
- a. Each Party shall defend, indemnify and hold the other Party/Parties harmless, including the officers, employees and agents of any other Party/Parties, 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 its own officers, employees or agents relating to or in the performance of this agreement.
  - b. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of the 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. No separate legal entity. Pursuant to RCW 39.34.030, this agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking expressed herein. However, this agreement does establish a Joint Board responsible for administering the provisions of the agreement and the application of the same. The Joint Board shall consist of the chief executive/administrative officer or designee for each of the cities and towns. The Joint Board shall meet at least twice per year in June and November. The Joint Board may also conduct business electronically outside of the biannual meetings as needed. Each city or town signatory to the agreement shall have one vote on the Joint Board. In the event of a tie vote on an item before the Joint Board, each individual vote will be weighted based on the population referenced in 8b.

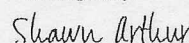
5. Duration and Termination. This agreement shall renew annually. Individual parties who wish to withdraw from the agreement must provide written notice of the intent to withdraw no later than October 30 of the current calendar year. Notice must be provided to each of the Joint Board representatives of the other parties. Upon withdrawal of any party except the City of Puyallup, the other parties may elect to continue this Agreement without the withdrawing party. Withdrawal by the City of Puyallup shall terminate this Agreement.
6. Cooperation. The participating cities and towns shall cooperate to implement and carry out the terms and provisions of this agreement.
7. No discrimination. Each of the cities and towns, 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 presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.
8. Payment. The following provisions for payment of the participating cities and towns shall apply:
  - a. The reasonable costs associated with the management and oversight of this Interlocal Agreement, plus all necessary office space and provision of equipment, vehicles, insurance, etc. necessary to support the provisions of the agreement shall be paid by the City of Puyallup.
  - b. The reasonable costs of the consultant, shall be paid by the Parties, excluding the City of Puyallup, proportionately on the basis of population as determined by the April 2020 estimate of population by the WA State Office of Financial Management (OFM), and as adjusted by OFM annually hereafter.
  - c. The Parties agree to reimburse the City of Puyallup for unanticipated and reasonable expenses not identified above that the Joint Board agrees are necessary to execute the provisions of the agreement. Reimbursement shall be on a monthly basis upon receipt of invoice and payable to the City of Puyallup. The Parties shall share the cost on the same basis as provided above in paragraph 8b.
  - d. Should any Party withdraw from this Agreement, the percentage reimbursement shares of the other Parties shall be adjusted on the basis of 8b above so long as the Interlocal Agreement is in effect.
9. Miscellaneous Terms.
  - a. 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.

- b. 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.
- c. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- d. For purposes of the Public Records Act, the public records generated with this agreement shall be the responsibility of the individual cities and towns generating them. No entity has a responsibility to maintain records on behalf of another participating city or town as the result of being a signatory to this Interlocal Agreement.
- 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.

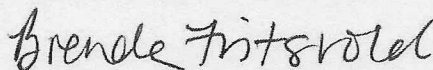
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Steve Kirkelie  
City Manager  
City of Puyallup

Approved as to form:   
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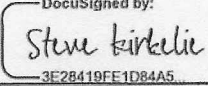
Shawn Arthur, Deputy City Attorney

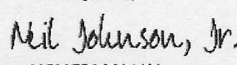
For: City of Bonney Lake

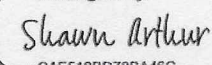
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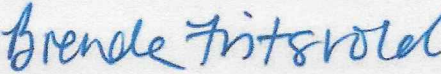
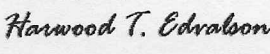
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- f. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to 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.

DocuSigned by:  
  
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 Steve Kirkelie  
 City Manager  
 City of Puyallup

DocuSigned by:  
  
 20583FB9C281400...  
 Neil Johnson  
 Mayor  
 For: City of Bonney Lake

Approved as to form:   
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 Shawn Arthur, Deputy City Attorney

Attest:  Attest:   
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ILA + Emergency Management

*Patricia Johnson*  
For: City of Buckley  
Mayor

*Kevin Vesey*  
For: Carbonado  
Mayor

Attest: *Breeze Perreault*  
For: City of Orting

Attest: *Sandi Carlson*  
For: Town of South Prairie

Attest:  
For: City of Sumner

Attest:  
For: Town of Wilkeson  
*Jeff Sellers*  
Mayor

Attest:



For: City of Buckley

For: Carbonado

Attest:

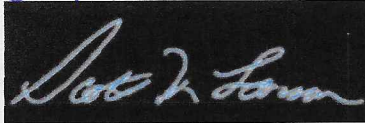
Attest:

For: City of Orting

For: Town of South Prairie

*Scott Larson*  
City Administrator

Attest:



Attest:

For: City of Sumner

For: Town of Wilkeson

Attest:

Attest:

ILA – Emergency Management

For: City of Buckley

For: Carbonado

Attest:

Attest:

For: City of Orting

For: Town of South Prairie

Attest:

Attest:

For: City of Sumner

DocuSigned by:

*William L. Pugh*

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For: Town of Wilkeson

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*Michelle Converse*

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Attest:

Jurisdiction	OFM Population Estimates (as of April 1, 2020)	% of Total Population w/o Puyallup	New Position Cost	Share of New Position Cost	Share of approx. \$25K EMPG Funds	Annual Cost of New Position with EMPG Funds Considered
Bonney Lake	21,390	45.9%	\$80,300	\$36,823.18	\$11,464.25	\$25,358.92
Buckley	5080	10.89%	\$80,300	\$8,745.29	\$2,722.69	\$6,022.60
Carbonado	685	1.47%	\$80,300	\$1,179.24	\$367.13	\$812.10
Orting	8635	18.51%	\$80,300	\$14,865.27	\$4,628.04	\$10,237.23
Puyallup	42,700	N/A	N/A	N/A	N/A	N/A
Sumner	10,360	22.21%	\$80,300	\$17,834.88	\$5,552.58	\$12,282.30
Wilkeson	495	1.06%	\$80,300	\$852.15	\$265.30	\$586.85
<b>Total Population</b>	89,345	100%		\$80,300	\$25,000.00	\$55,300.00
<b>Total Population without Puyallup</b>	46,645					