INTERLOCAL AGREEMENT BETWEEN CLALLAM COUNTY FIRE DISTRCT 3 AND THE CITY OF SEQUIM REGARDING EMERGENCY MANAGEMENT SERVICES AND OPERATIONS, RESOURCE EXCHANGE, AND CERTAIN VEHICLE SERVICES, SUPERSEDING THAT ILA PASSED JANUARY 2019

Preamble. This Agreement is made and entered into effective 2/25, 2019, by and between Clallam County Fire District 3, (District) a special taxing district and a municipal corporation under RCW 52.12.011, and the City of Sequim, a municipal corporation and code city, (City) both entities are duly organized and operating under and through the laws of the State of Washington. The District and the City collectively may be referred to as the "Parties."

WHEREAS, in January 2019, the City Council and District passed an ILA that referenced certain federal and state surplus programs; and

WHEREAS, after passing that ILA, staff learned that there were better and more appropriate programs that should be referenced in the ILA;

Now, therefore, in consideration of the terms, conditions, covenants stated herein and the performance to be rendered hereunder, the Parties agree as follows:

Section 1. Purpose and Authority. The City and the District desire to contract with one another through an Interlocal Cooperative Agreement for the following:

1. Provide recruitment, training and retention for Community Emergency Response Teams (CERT) and Map Your Neighborhood (MYN);
2. Joint operation of the City's Emergency Operations Center/Area Command Center (EOC/ACC);
3. Share the cost of joint emergency management training;
4. Procure equipment for the District through the City's agreement with Defense Logistics Agency (DLA); and
5. Exchange resources on a case-by case basis such as labor, equipment, and materials when available.

This Agreement is based upon the authority of RCW 39.34.030 and RCW 52.12.031(3), which allows public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Parties agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement.

Section 2. Scope of Agreement.

The City and the District agree as follows:

A. Exchange of Resources: Both Parties recognize the mutual benefits with providing more efficient use of resources by giving each other access to specialized labor, equipment, and materials as described in this Agreement. The exchange of resources is limited to 1) availability and on a reimbursable basis for labor, construction, maintenance, repair,

outfitting, or emergency mitigation; and 2) resources that are not otherwise readily available to the receiving Party on a normal basis. Both Parties agree and understand that the needs of the resource owner take precedence over the requesting Party's needs and that any work contemplated in this Agreement is not intended to supplant or otherwise take away work from City or District employees.

B. Requests for Services: Each request for service must include a scope of work agreement that specifies the expected deliverable. Requests must include: the type of service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, and any other information pertinent to the request. Upon receipt of the request, the requested Party will indicate its acceptance or rejection of the request, authorize approved requests, and assure that both Parties are provided a final copy for their records. If a Party fails to indicate acceptance or rejection of the request within 30 calendar days of receipt, the request will be deemed rejected.

   In the case of an emergency, the resource request and its approval may be executed verbally between authorized individuals but must be documented in writing as soon thereafter as is practical.

C. Payment: The Parties to this Agreement agree that the Party receiving services and/or resources under this Agreement must reimburse the providing Party for its actual direct and reasonably related indirect costs and any overhead administrative charges. Partial payments will be made by the receiving Party when the providing Party determines the need to cover any up-front costs they may incur.

   The maximum amount of payable work to be performed for a Party in this Agreement may not exceed fifty thousand dollars ($50,000) per calendar year.

D. In-Kind Services: The Parties further agree that at times, the labor, equipment, and materials may be furnished by one Party to the other Party in exchange for labor, equipment, and material furnished by the other, or in recognition of the benefit to the Party and/or constituents of said Party. Such in-kind exchange or benefit constitutes reimbursement as required in this Agreement and must be documented in writing and agreed to by both Parties.

E. Equipment Care & Maintenance: The Parties agree that any time a request is made for the use of equipment, the requesting Party is responsible for the proper care, maintenance, and security of the equipment until it is returned to the original owner. Repair or damage other than normal wear and tear will be the responsibility of the Party in possession of the equipment at the time it is damaged.

Section 3. Fire District 3 to Provide City with Certain Vehicle Services.

The District will:

A. Provide maintenance, repair, and outfitting services for City Police and Public Works vehicles and equipment (Public Service vehicles). The District currently has the facilities

and qualified personnel needed to perform this service and is willing to extend these services to the City.

B. Ensure that only personnel who meet the qualifications specific for the requested task work on City Public Service vehicles.
C. Provide the City with its annual hourly shop rate in January of each year, except for the first year of this Agreement. For the first year, the District will provide the City with its hourly shop rate upon execution.

D. Provide the City with a detailed invoice, indicating the hours worked and all parts used for the Public Safety vehicle requiring the service.

E. If District personnel determine that a City Public Service vehicle should be taken out of service, it must provide a detailed explanation for any vehicle recommended to be taken out of service.

F. The District will provide a limited warranty for defective parts or work performed under this Section. The District will repair or replace any new parts or redo any labor that fails during service if notified within 90 calendar days of installation (for parts) and returned to City for service (for labor). The District will also refund the City, at the City's option, in lieu of having the District repair defective parts or redo defective work. Warrantied parts replacement is limited to only those parts normally covered under the manufacturer's warranty and excludes parts not covered by a warranty. This is the only warranty provided by the District; all other express or implied warranties are waived by the City.

G. The District will procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the work performed by the District, its agents, representatives, employees, sub-consultants or sub-contractors. The District will maintain automobile liability, general commercial liability, excess liability, and garage keepers' liability, with limits no less than $1,000,000 combined single limit per occurrence. As an alternative to garage keepers' liability, the District may provide acceptable proof from the District's insurance carrier confirming that the City and the District are fully covered for any damage to City vehicles while being serviced, maintained, repaired or stored by the District. Payment of deductibles or self-insured retention is the District's sole responsibility.

The City will:

A. Ensure its vehicles meet appropriate safety requirements according to the manufacturer's recommendations and all applicable federal, State, and local laws, rules, and regulations.

B. Purchase and provide all specialized and normal apparatus, equipment, and radios needed for installation.

C. Provide a sufficiently detailed work request in accordance with Section 2 B, Request for Services, and all other information reasonably needed for the District to assess whether it has the capacity or qualified personnel to competently perform the work.

D. Compensate the District for services performed under this Section in accordance with Section 2 C, Payment. The City will also reimburse hard costs and applicable Washington State sales tax if District provides receipts with its invoice.

The City and the District will coordinate work performed under this Section to be performed at mutually convenient times, places, and in recognition of workload.

Section 4. Fire District 3 to Provide CERT Services for the City.

The District will:

A. Train and manage several Type 4 CERT teams within the City limits in the areas corresponding to the City's recently adopted neighborhood boundaries, as may be amended, currently shown in Exhibit A, attached and incorporated into this Agreement. These teams are trained to State and Federal standards and meet the qualifications of a Type 4 search and rescue team. They have been assembled by neighborhoods and will assist citizens in the time of a potential disaster.

B. Procure equipment for the teams under Fire District 3 supervision. Team Captains are responsible for ensuring equipment stays with the team as members come and go from the teams. The District will conduct equipment checks at least annually.

C. Provide the City with contact information for team members and a report on the capabilities and training conducted by each team annually.

The City will:

A. Provide the District a one-time amount not to exceed $10,000 to support initial team equipment and start-up administration. Payment will be provided within 30 calendar days of the execution of this Agreement and upon receipt of an invoice from the District. The City will financially contribute annually to the teams in support of training and exercises, as the City Council sees fit through the budget process.

B. The City will provide initial background checks for all new members in the CERT program for Area Command 5 so that members can become registered State emergency workers. The District will register all new members. The City will process no more than 12 background checks per month unless authorized in writing by the Police Chief.

C. The City will assist in promotion and recruitment of volunteers to join the CERT teams in Area Command 5 through the use of its website and other avenues available to the City to promote the program at the City's sole discretion.

Section 5. City and District to Jointly Operate an EOC.

The City will:

A. Barring a natural disaster or other event that renders the EOC/ACC facility unusable, provide an operational EOC/ACC facility, through its lease with Clallam Transit at the Transit Center.

B. Provide up to 20 personnel trained in EOC/ACC operations and specific positions to help operate the EOC.

C. Call the EOC/ACC into operation when its resources are overwhelmed or anticipate that they will be overwhelmed and additional help is needed to most effectively serve the public.

The District will:

A. Barring a fire emergency that requires direct staff attention, provide up to 20 personnel trained in EOC/ACC operations and specific positions to help operate the EOC/ACC.

B. Call the EOC/ACC into operation when its resources are overwhelmed or anticipate that they will be overwhelmed and additional help is needed to most effectively serve the public.

C. Assist in equipping the EOC/ACC at the Transit Center by coordinating with City staff to move in and install appropriate District equipment from the District's current EOC/ACC at its headquarters. If this Agreement is terminated, the District will 1) promptly remove its equipment and restore the EOC/ACC to its condition prior to installing District equipment or 2) offer to sell the District equipment to the City at an agreed upon value, based upon the estimated value of the equipment at the time of termination. If equipment removal could cause damage or otherwise render the City's equipment inoperable as determined by the City, then the District will first offer to sell the equipment to the City.

The City and District will:

A. Operate the EOC/ACC in good faith, relying on both organizations' staffing and resources to best serve the public, particularly during sustained operations.

B. Operate using the standardized National Incident Management System, where staff from either organization is interchangeable in serving the public.

C. Engage the City's Policy Board (City Council) for City policy decisions and the District's Policy Board (Fire Commission) for District policy decisions. A joint meeting will support policy decisions involving both organizations.

D. The City and the District agree to support each other in managing an event as follows:

a. Only events that exceed seventy-two (72) hours will be subject to reimbursement.
b. Events subject to reimbursement will be reimbursed on a jurisdictional basis as follows:
    i. Events occurring solely within the City's or the District's jurisdiction that is not the type of event the assisting jurisdiction would typically respond. Examples of the types of situations where this might occur, without limitation, would be a fire activation that does not threaten the City, but where the City activates the facility and supports the activation with staff, or a City activation that does not involve emergency response from the District but where District staff are involved in EOC/ACC operations.
    ii. The assisting jurisdiction is entitled to reimbursement of actual costs associated with its support in managing the event.
    iii. The City and the District are responsible for its own costs for events where the City and the District have concurrent jurisdiction and responsibility. An example, without limitation, is a fire within the City limits that activates the EOC.

Payment will be made within 3 months after the invoice, unless there is a dispute. If both Parties submit an invoice, the Parties may credit payment and remit only any overage due to the other Party. The City of Sequim will provide its cost data for the EOC/ACC facility, staffing, and other expenses related to the EOC/ACC during activation, to the District upon request. The District will also, upon request, provide the City any requested District cost data related to EOC/ACC operations during activation.

E. If the City Director of Emergency Services or the City Council declares a local state of emergency to protect and preserve health, safety life and property, the District will be entitled for reimbursement of costs.

Section 6. City and District to Share in the Cost and Administration of Joint Emergency Management Training.

The City and the District will:

A. Continue joint emergency management training with each agency leading the organization of training at different times.

B. Negotiate cost share between the agencies to appropriately allocate training costs on a per training basis as agreed upon by the Parties. Such agreement will not be unreasonably withheld. Any training for which cost sharing is requested and cost sharing amounts must be mutually agreed upon by the Parties before the training is booked.

Section 7. Emergency Equipment Procurement and Storage.

A. The City will identify, in cooperation with Fire District 3 and Clallam County Department of Emergency Management (DEM), items needed or desired for emergency preparedness mitigation efforts, such as support material for first responder staff responding and supporting emergency response, or items for community use during an emergency event, such as water purification systems. The Police Department will procure and retain responsibility for and ownership of items obtained via the General Services (GSA) Federal Donation Program or the Department of Enterprise Services Federal Donation Program that may have use in the event of a community emergency.

B. The District will assist the City in identifying, maintaining, and storing those items procured under this Section. The District may maintain and store items on District premises with City's permission. The District will ensure all items maintained or stored in their immediate possession are kept in good order and available for audit at the City's request.

Section 8. Additional Terms and Conditions.

Relationship of the Parties: No agent, official, employee, servant, or representative of the City is an officer, employee, agent, servant or representative of the District for any purpose. No agent, official, employee, servant or representative of the District is an officer, employee, agent servant or representative of the City for any purpose.

Duration and Termination:

A. This Agreement will be in force and effect on February 1, 2019 and remain in effect for a period of five years or until terminated by either Party as provided for in paragraph B below, whichever occurs first. This Agreement may be extended for additional five-year terms upon the Parties' mutual written agreement.

B. Either Party may terminate this Agreement in whole or in part, prior to its expiration, by providing the other Party at least six months prior written notice. Such notice must state the grounds for the termination. If a Party wishes to terminate a portion of this Agreement, the termination notice must set forth the terminated portion with sufficient specificity to identify which services, resources, or other provisions of this Agreement will be terminated.

Annual Review: The terms and operations of this Agreement will be reviewed annually in December of each year. The purpose of the review is to assure that the purpose and objectives of this Agreement are being met. This review will be conducted by a committee composed of at a minimum the Sequim City Manager and the District 3 Fire Chief. This committee may be supported by staff of either or both the City and the District.

Indemnification:

A. To the fullest extent allowed by law, the City will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants, or representatives. To the fullest extent allowed by law, the District will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants or representatives.

B. Each Party agrees to defend and indemnify the other Party and its elected and appointed officials, officers, employees, and agents from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees, and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated.

Non-Payment and Other Defaults: In the event of any default hereunder, upon thirty (30) calendar days written notice by either Party with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Party is entitled, without further notice or demand, to give notice of termination as set forth in Section 8 Duration and Termination, including any other remedy granted at law or in equity.

Disputes: Disputes will be referred to the Fire Chief of District 3 and the City Manager for settlement. If disputes are not resolved by the Parties within thirty (30) calendar days of the referral, unless the Parties agree to an extension of time, the dispute will be referred to an arbitrator who has been mutually agreed upon by the City and District. Or if they cannot agree to an arbitrator, the Parties may apply to the presiding judge of the Clallam County Superior Court for appointment of an arbitrator. The arbitrator's decision is final and binding on both Parties; provided however, an arbitrator's decision may be appealed to Superior Court if it is based on an error of law, is arbitrary and capricious, is not founded on substantial facts or exceeds the arbitrator's authority. Each Party will pay one-half of the arbitrator's fee. If mutual written consent to apply for the appointment of an arbitrator is not reached, either Party may seek court action to decide the disputed contract provision.

Notice: Any notice required to be given by either Party to the other will be deposited in the United States mail, postage prepaid, addressed:

To the District at:
Fire Chief
323 N. 5th Ave.
Sequim, WA. 98382

To the City at:
City Manager
152 West Cedar Street
Sequim WA 98382

Or at such other address as either Party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement must be in writing. Every notice is deemed

to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Entire Agreement: This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements, contracts, and understanding, written or oral. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.

Construction of Agreement: In the event of a dispute between the Parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Party nor in favor of any Party.

Execution: This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Party upon that Party's execution of a counterpart original.

Administration: This Agreement will be jointly administered by the City and the District. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during the Annual Review. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this Agreement.

Financing; Budget: This Agreement does not contemplate a joint budget.

Property Acquisition and Disposition: This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.

Applicable Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Clallam County in any court with jurisdiction.

Nondiscrimination: The District and the City agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The District and the City will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section is a material breach of this Agreement and grounds for cancellation, termination or suspension by the City or the District, in whole or in part, and may result in ineligibility for further work from the City or the District.

Waivers: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

Files: All files and other documents maintained by either Party relating to this Agreement or the services provided pursuant to this Agreement belong to that Party. On request, such files will be made available for review by the other Party through a duly authorized representative from either Party during normal business hours.

Public Records Requests: The City is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act. The District is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act.

Challenges: The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Party may have against the other.

2/5/19
Clallam County Fire District 3 Date

Charles P. Bush 2/28/19
City of Sequim Date

Approved as to Form
City Attorney

AMENDMENT 1
TO
INTERLOCAL AGREEMENT BETWEEN CLALLAM COUNTY FIRE DISTRICT 3 AND THE CITY OF SEQUIM REGARDING EMERGENCY MANAGEMENT SERVICES AND OPERATIONS, RESOURCE EXCHANGE, AND CERTAIN VEHICLE SERVICES

The Parties to this Interlocal Agreement are the City of Sequim, a municipal corporation of the State of Washington ("City"), and Clallam County Fire District 3, a special taxing district and municipal corporation under RCW 52.12.011 ("District"), collectively "the Parties".

In February 2019, the Parties entered into an Interlocal Agreement for the following mutual benefits:

1. Provide recruitment, training, and retention for Community Emergency Response Teams (CERT) and Map Your Neighborhood (MYN);
2. Joint operation of the City's Emergency Operations Center/Area Command Center (EOC/ACC);
3. Share the cost of joint emergency management training;
4. Procure equipment for the District through the City's agreement with Defense Logistics Agency (DLA); and
5. Exchange resources on a case-by-case basis such as labor, equipment, and materials when available.

The Parties now wish to amend the Interlocal Agreement to extend its duration for an additional 5-year term, as provided for in Section 8.A., to and including **March 1, 2029**.

In addition to the extension of the term, the Parties wish to amend the Interlocal Agreement to remove DLA procurement activities from the list of mutual benefits in Section 1 (item 4 in the list shown above), and to amend Section 7.A as shown below:

A. The City will identify, in cooperation with Fire District 3 and Clallam County Department of Emergency Management (DEM), items needed or desired for emergency preparedness mitigation efforts, such as support material for first responder staff responding and supporting emergency response, or items for community use during an emergency event, such as water purification systems. ~~The Police Department will procure and retain responsibility for and ownership of items obtained via the General Services (GSA) Federal Donation Program or the Department of Enterprise Services Federal Donation Program that may have use in the event of a community emergency.~~

All other terms and provisions of the 2019 Interlocal Agreement remain in full force and effect.

EFFECTIVE DATE
This Amendment is not effective until fully executed by both Parties after obtaining authorization from their respective legislative bodies.

CLALLAM COUNTY FIRE DISTRICT 3	CITY OF SEQUIM
Daniel J. Orr, Interim Fire Chief, as authorized by the Clallam Fire District 3 Commissioners on 2/6, 2024. Date of Signature:	Matthew B. Huish, City Manager, as authorized by the Sequim City Council on Feb. 12, 2024. Date of Signature: 2/14/2024
Approved as to form: Date of Signature:	Approved as to form: Kristina Nelson-Gross, City Attorney Date of Signature: 2/14/2024