

INTERLOCAL AGREEMENT 069660 BETWEEN PORT OF TACOMA AND CITY OF TACOMA FOR PORT OF TACOMA EMERGENCY WARNING SYSTEM

This Interlocal Agreement (“Agreement”) is made and entered into by the Port of Tacoma, a port district organized under the laws of the State of Washington, hereinafter called the “Port” pursuant to RCW § 39.34 and the City of Tacoma, a municipal corporation of the State of Washington, hereinafter called the “City.” As used in this Agreement, “Project” means Port of Tacoma Emergency Warning System Activation, as further described in Section 1. The Port and the City are also referred to in this Agreement collectively as “the Parties,” and individually as a “Party.”

RECITALS

WHEREAS, RCW § 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage.

WHEREAS, the ability to warn citizens of an immediate or impending disaster with area-wide safety implications is an issue of critical importance to the City and to the Port.

WHEREAS, the City shall be assigned duties as further defined below to activate and operate the Port Wide Emergency Warning System.

NOW, THEREFORE, based on mutual consideration which each Party hereto acknowledges, the Parties agree as follows:

1. SCOPE OF WORK

1.1. Project Title: Port of Tacoma Emergency Warning System

1.2. Description: To implement the Port of Tacoma Emergency Warning System (PEWS), the City of Tacoma Fire Department shall:

- Develop a Siren Warning System Plan designed to serve the Port of Tacoma and Tacoma Tidelands area and areas surrounding which outlines the roles and responsibilities of all entities required for a response;
- Coordinate installation of necessary equipment in/on Tacoma Fire Department property;
- Coordinate maintenance efforts for equipment in/on Tacoma Fire Department property;
- Develop and train Tacoma Fire Department and City of Tacoma Emergency Management personnel for maintenance and activation of the system;
- Develop and update local plans to include public messages for dissemination to the public;
- Integrate the Port Emergency Warning System into the State and Regional Earthquake and Lahar Warning System;

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- Participate in monthly system tests and share the result of such tests with the Port;
- Notify the State and Pierce County Emergency Operations Center (EOC) upon any activation of the Port Emergency Warning System;
- Coordinate incident-related information;
- Conduct a public disaster education program for the effected population;
- Perform Project Management activities.

Both parties shall participate in the development, conduct and evaluation of at least one Port of Tacoma Emergency Warning System, exercise during the performance period. This exercise may be a Table Top Exercise, Functional Exercise or Full Scale Exercise. An actual event with Port Emergency Warning System use and Emergency Operations Center activation will fulfill this requirement.

2. TERMS AND CONDITIONS

- 2.1. Lead Agency: City of Tacoma (and its Emergency Management staff).
- 2.2. Contact Persons: are as stated in Section 5, herein.
- 2.3. Schedule/Scope: The scope and schedule for the Project as set forth herein is mutually agreed upon by the City and Port. All scope and schedule changes shall be agreed to by the Parties and coordinated by the Port using a formal documentation process
- 2.4. Progress Report: The City agrees to provide two progress reports to the Port, the first at three months, and a final progress report due January 31, 2014.

3 MILESTONES & COST REIMBURSEMENT

Milestone 1) The City will develop policy and procedures for use within the Fire department communications center that covers system and reporting testing procedures, maintenance notification and activation during exercises.

The City will deliver a completed policy and procedures manual that covers the material in this milestone for the Port's approval. Written approval by the Port will constitute completion of this milestone.

Milestone 2) The City will develop policy and procedures for use within the Fire department communications center that covers system access and usage by Fire and Police incident commanders in the field and governs the use of the PEWS during an actual incident.

The City will deliver a completed policy and procedures manual that covers the material in this milestone for the Port's approval. Written approval by the Port will constitute completion of this milestone.

Milestone 3) The City will work with other Local, County and State Emergency Management agencies to update the current disaster plans to incorporate the PEWS to include notifications of activation of the system locally.

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The City will deliver to the Port a written report detailing the changes made to incorporate the PEWS into other local, County and State Emergency Management disaster plans. Written approval by the Port will constitute completion of this milestone.

Milestone 4) The City will develop and deliver to targeted populations within its jurisdiction a public education plan that incorporates PEWS into public notification of Lahar, Tsunami, and other major incidents that may occur on the Port.

The City will deliver to the Port a written report detailing the public education plan, numbers and types of materials delivered, and the number of persons served by the outreach. Written approval by the Port will constitute completion of this milestone.

Milestone 5) The City will coordinate efforts with the Port and Pierce County department of emergency management to develop an exercise to test the activation plans for the PEWS.

The City will deliver to the Port a written after action report detailing the specifics of the exercise, and recommendations for improvement in the PEWS system. Written approval by the Port will constitute completion of this milestone.

Milestone 6) The City will conduct project management activities as required to accomplish the above milestones within the time period from execution of this Agreement until January 31st, 2014.

The City will deliver to the Port a written report of all Project management activities required to meet the previous 5 Milestones. Written approval by the Port will constitute completion of this milestone.

The Port agrees that for each milestone achieved by the City, and approved by the Port, that the City will be compensated in the amount of \$35,000, not to exceed an aggregate total of \$210,000 once all the above milestones are achieved.

4 AMENDMENT

Either Party may request changes to the provisions contained in this Agreement. Any change to this Agreement must be mutually agreed to by both Parties, in writing and executed with the same formalities as the original Agreement.

5 NOTIFICATION

Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this Agreement:

To Tacoma Fire:	Roger Edington Assistant Chief Tacoma Fire Department 901 South Fawcett, Tacoma WA 98402 redingto@cityoftacoma.org 253 591-5749
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To the PORT: Louis P. Cooper Jr.
Sr. Director of Security and Labor Relations
Port of Tacoma
One Sitcum Plaza
Tacoma, WA 98421
Attn: Director, Security

6 RECORDS RETENTION AND AUDIT

During the progress of the work on the Project and for a period not less than six years from the date of final payment by the Port to the City, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the Port and the City shall provide the Port with copies of all records, accounts, documents, or other data pertaining to the Project upon the Port's request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the typical six year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

7 DISPUTES

The designated representatives herein under section 5.0, NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then the responsible Project directors for each Party shall review the matter and attempt to resolve it. If the Project directors are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

8 EFFECTIVENESS AND DURATION

The period of performance for this Agreement is from the date of execution through January 31, 2014.

9 TERMINATION

Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party, provided however, if the Port decides to terminate this Agreement, the Port shall reimburse the City for all costs payable under this Agreement and all non-cancelable obligations that the City incurred prior to receiving the Port's notice of its intent to terminate this Agreement. For the purposes of this Agreement, "non-cancelable obligations" are defined as those costs that the City is obligated to pay as of the day that the Port provides notice that it is terminating this Agreement, not to exceed the Port's percentage of the total cost of any milestone of the Project that the City has commenced prior to the Port's notice of termination, whether or not such milestone has reached Completion.

10 INDEMNIFICATION AND HOLD HARMLESS

10.1 To the maximum extent permitted by law, the City shall protect, defend, indemnify, and hold harmless the Port, its officers, officials, employees, and agents from any and all costs, claims, demands, suits, actions, judgment, and/or awards of damages, including but not limited to reasonable attorney's fees, to the extent arising out of, or in any way resulting from this Agreement.

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10.2 The City agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City hereby waives, with respect to the Port only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW to the extent necessary to provide indemnification as required under this Agreement.

10.3 The indemnification, hold harmless, and/or waiver obligation described in this Agreement in paragraphs 10.1 and 10.2 shall survive the termination of this Agreement.

11 VENUE

This Agreement shall be deemed to be made in the County of Pierce, State of Washington, and the legal rights and obligations of the City and Port shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of Pierce, State of Washington.

12 PROJECT FINANCING.

Except as provided above in section 3, the parties shall finance its own conduct of responsibilities under this Agreement.

13 PROPERTY OWNERSHIP.

No ownership of property will transfer as a result of this Agreement

14 NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the mutual benefit of the parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.

15 SEVERABILITY

The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of its application to any person or circumstance shall not affect the validity of its application to other persons and circumstances.

16 LEGAL OBLIGATIONS.

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

17 TIME IS OF THE ESSENCE.

The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the parties.

18 COPIES FILED WITH COUNTY AUDITOR OR POSTED ON PARTIES' WEB SITE:

Copies of this Agreement shall either be filed with the Pierce County Auditor's Office after

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execution or posted on each parties' website listed by subject or other electronically retrievable public source, as allowed by RCW 39.34.040, and shall be filed with the respective party authorities.

[Signatures Appear on Next Page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective upon the date of recording or web posting.

PORT OF TACOMA

CITY OF TACOMA

John Wolfe, Chief Executive Officer
Date: _____

T.C. Broadnax, City Manager

APPROVED AS TO FORM:

James P. Duggan, Fire Chief

Carolyn Lake, Port Legal Counsel
Date: _____

Andrew Cherullo, Finance Director

Debbie Dahlstrom, Risk Manager

APPROVED AS TO FORM:

Debra Casparian, Deputy City Attorney

ATTEST:

Doris Sorum, City Clerk
Date: _____