

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
THURSTON COUNTY DISASTER RECOVERY COUNCIL**

THIS AGREEMENT is made and entered into in duplicate by and between Thurston County, Washington, a municipal corporation of the State of Washington, and those cities, towns, tribes and other organizations located within or bordering Thurston County which are a signatory hereto, hereinafter "parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative undertakings by public agencies as defined in the Act;

WHEREAS, it is in the best interest of the residents of Thurston County that all of the political subdivisions in the county cooperate and coordinate with each other in developing emergency management plans and programs; and

WHEREAS, a unified approach to providing emergency management is cost efficient and can prevent the duplication of effort.

WHEREAS, a unified approach to providing emergency management recovery is desired by all parties to more efficiently recover from a major disaster.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein the parties agree as follows:

I. PURPOSE

It is the purpose of this Agreement that each participating member meet regularly as a Disaster Recovery Council for the purpose of developing a Recovery Managers Office and Recovery Task Force following and expanding upon the Thurston Regional Planning Council (TRPC) recovery framework exercised at the 2019 Integrated Emergency Management Course (IEMC). The ultimate goal of the Recovery Managers Office and Recovery Task Force will be to coordinate and prioritize recovery activities following emergencies and disasters caused by all hazards, whether natural, technological or human caused.

II. ORGANIZATION

A. There is hereby created a coordinating organization, the Disaster Recovery Council for purposes of mutual advice and discussion regarding disaster recovery.

- B. The Disaster Recovery Council shall commence its existence upon the approval of this Agreement by a minimum of six (6) parties, through their respective governing bodies; and following recordation of this Agreement with the Thurston County Auditor. Thereafter, any incorporated city, town, special purpose district within the county or any federally-recognized tribe that shares a border with Thurston County may become a participating member of the joint organization. New membership with the exception of federally-recognized tribes, will require an addendum to the original Agreement, pursuant to Section IX, herein.

### III. DISASTER RECOVERY COUNCIL

#### A. Membership.

1. The Disaster Recovery Council shall consist of the designated agent of each signatory party.
2. The election of officers, terms of office, subcommittee appointments, and other operational issues will be addressed by the members of the Disaster Recovery Council during the formation of the Council. Membership in the future Recovery Managers Office and Recovery Task Force will be detailed by the Disaster Recovery Council in their work product.

#### B. DUTIES AND RESPONSIBILITIES.

1. Establish the Disaster Recovery Council bylaws, charter, participation and meeting schedule.
2. Develop the work plan for the creation of the Recovery Managers Office and Recovery Task Force following and expanding upon the Thurston Regional Planning Council (TRPC) recovery framework exercised at the 2019 Integrated Emergency Management Course (IEMC).
3. Assign work as needed for the creation of the Recovery Managers Office and Recovery Task Force.
4. Consult on emergency management and community recovery planning and make recommendations to the designated agents of the parties to this Agreement, for further discussion with their respective legislative bodies.
5. Make recommendations for the implementation of county-wide emergency management recovery activities, such as a Recovery Managers Office and Recovery Task Force. Make recommendations as to the scope of work necessary to implement such activities, make recommendations for an operating budget to support such activities, and make decisions regarding the distribution of costs should the Disaster Recovery Council incur costs. Recommendations may need review and approval by the governing bodies that are signatories to this Agreement.

6. Determine how a future Recovery Managers Office and Recovery Task Force will be established. Shepherd the creation and implementation of any process deemed to be required to establish the Recovery Managers Office and Recovery Task Force.

#### IV. FINANCES

Revenue to support the annual budget may be derived from the following sources:

1. Federal or state funds.
2. Grants (other than federal or state), contributions, and donations by other agencies, groups, or individuals not signatory to this Agreement.
3. The Emergency Management Council of Thurston County.
4. Additional funding strategies may be implemented using a formula to be suggested by the Disaster Recovery Council.

#### V. PROPERTY & EQUIPMENT

- A. The ownership of all property, equipment and monies owned by signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by the Disaster Recovery Council subsequent to the execution of this Agreement.
- B. The ownership of property or equipment loaned or contributed for use by the Disaster Recovery Council by any party hereto shall remain with the lending or contributing party.
- C. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within 90 days following the date of the party's withdrawal.
- D. Upon termination of this Agreement, should any property be purchased by the Disaster Recovery Council, the Disaster Recovery Council shall liquidate the property and the proceeds shall be shared by the parties to this Agreement in proportion to the financial contribution of each party in the year of acquisition of such property, equipment or monies.
- E. The terms of this section shall survive termination of this Agreement until all property is disposed.

#### VI. DURATION

This Agreement shall commence upon signature of the sixth signatory agency to this agreement and shall terminate five years from that date. Extensions of this agreement of up to five (5) years may be executed upon mutual agreement of the signatory agencies to this agreement as set forth in Section IX.

VII. WITHDRAWAL

Any party to this Agreement may withdraw from this Agreement effective December 31 of any year during the term hereof, provided such notice to withdraw is provided in writing 90 days prior to December 31. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party.

VIII. TERMINATION

This Agreement will terminate automatically effective December 31 of any year during the term of this Agreement in the event a majority of the signatory parties exercise their right to withdraw from this Agreement as set forth in Section VII.

IX. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing, be approved by the governing bodies of each jurisdiction, and be recorded with the Thurston County Auditor. A written addendum will be required in the event that an incorporated city or town wishes to become a participating member, to be executed in accordance with the requirements of Section II.B, herein.

X. INDEMNITY

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officer, agents, or employees, and shall indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XII. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated herein for the parties.

XIII. JURISDICTION AND VENUE

- A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIV. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

Approved as to form:  
Jon Tunheim  
Prosecuting Attorney

\_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Commissioner

**TOWN OF BUCODA:**

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*Alan Carr, Mayor*

DATED: \_\_\_\_\_

Approved as to Form:

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Town Attorney

**CITY OF LACEY:**

\_\_\_\_\_  
Scott Spence, City Manager

DATED: \_\_\_\_\_

Approved as to Form:


\_\_\_\_\_  
City Attorney

**CITY OF OLYMPIA:**

\_\_\_\_\_  
Steven J. Burney, City Manager

DATED: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy City Attorney



**CITY OF TUMWATER:**

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*Peter Kmet, Mayor*

DATED: \_\_\_\_\_

Approved as to Form:

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City Attorney

**CITY OF YELM**

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*JW Foster, Mayor*

DATED: \_\_\_\_\_

Approved as to Form:

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City Attorney