

**INTERGOVERNMENTAL AGREEMENT  
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

Washington Military Department  
Bldg #20, M.S.TA-20  
Camp Murray, Washington 98430-5122

FAX: 253.512.7203

Contact Person: Mark Douglas  
Email: mark.douglas@mil.wa.gov  
Phone: 253.512.7097

Contact Person: Mark Woodward  
Email: mark.woodward@mil.wa.gov  
Phone: 253.512.7055

AND Pierce County Fire District # 18 DBA Orting  
Valley Fire and Rescue  
401 Washington AVE SE  
Orting, WA 98360-5100  
PHONE: 360-893-2221 FAX: 360-893-8524

Contact Person: Zane Gibson  
Email: zgibson@ovfr.org

UBI: 602291521

Start Date: Upon Signature

End Date: October 31, 2022

**1. INTRODUCTION:**

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), ch. 39.34 RCW (Interlocal Cooperation Act), ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

**2. SCOPE:**

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

**3. Authorization and Deployment of Resources**

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form of "Attachment A" that reference this Agreement by number and include the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

**4. Financial Management and Reimbursement**

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

**5. Resource Management**

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense

of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800;
  - 2) Has received training customary or required for the position for which they are being deployed;
  - 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
  - 4) Has past experience operating in the position for which they are being deployed; and
  - 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.
- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
  - c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
  - d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
  - e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

## **6. Alterations And Amendments**

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

## **7. Termination**

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.


## **8. All Writings Contained Herein**


This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY:  10/19/17  
Date  
Dan Swisher  
Chief Financial Officer  
Washington Military Department

BY:  10/18/17  
Date  
Zane Gibson  
Fire Chief  
Pierce County Fire District # 18 DBA Orting  
Valley Fire and Rescue

**BOILERPLATE APPROVED AS TO FORM:**

Brian Buchholz (signature on file) 01/09/2012  
Senior Counsel, Assistant Attorney General

RECEIVED

Washington Military Department Contract Number: \_\_\_\_\_

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME Pierce County Fire District #18		Doing business as (DBA) Orting Valley Fire and Rescue	
ADDRESS 401 Washington Avenue SE Orting, WA 98360	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 602291521	Federal Employer Tax Identification #: 71-0939225
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: 

Date: 09/18/17

Print Name and Title: Zane Gibson, Fire Chief

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME Pierce County Fire District #18		Doing business as (DBA) Orting Valley Fire and Rescue	
ADDRESS 401 Washington Avenue SE Orting, WA 98360	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 602291521	Federal Employer Tax Identification #: 71-0939225
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_

Date: 10/18/17

Print Name and Title: Zane Gibson, Fire Chief

PLEASE  
DO NOT  
STAPLE

PRINT FORM

# Statewide Payee Registration

## Washington State

### STEP 1: Is this a NEW registration or CHANGE to an existing registration (check one)?

NEW REGISTRATION

CHANGE to EXISTING REGISTRATION – complete the ENTIRE form and check below what is updated:

Name/DBA  Address  Contact Information  Email  Payment Options  Direct Deposit  Additional Information

If you know your Statewide Vendor Number, enter it here: \_\_\_\_\_

### STEP 2: Enter information about the payee and contact person

Pierce County Fire District #18

71-0939225

Legal Name of Payee as it appears on federal tax forms (see W-9)

SSN OR EIN

Orting Valley Fire and Rescue

Zane Gibson, Fire Chief

Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name

Contact Person

P.O. Box 386

(360) 893-2221 Ext.

Mailing Address

Contact Telephone Number

Orting, WA 98360

(360) 893-8524

City, ST and Zip Code

Contact Fax Number

kkemp@ovfr.org

Email to receive Statewide Vendor Number and payment notifications

Agy#/Owner-Int./System/Identifier STATE USE ONLY

Type of Business

### STEP 3: Select Payment Option:

Direct Deposit to bank (recommended) or  Check in US mail (terminates any previous banking information on file)

### STEP 4: For Direct Deposit, complete all fields below and sign

KeyBank

(800) 539 - 2968

Financial Institution Name – must be a US institution

Financial Institution Phone Number

125000574

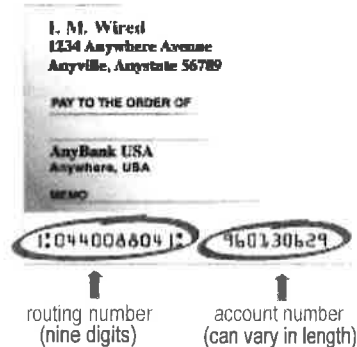
471321004101

Routing Number – see example at right

Account Number – see example at right

In addition to providing your banking information on this form, you may also attach a voided check.

Account Type:  Checking or  Savings (Checking will be used if neither box is marked.)



### Authorization for Direct Deposit:

I hereby authorize and request Consolidated Technology Services (CTS) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, CTS and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, CTS will notify this office of the error and the reason for the reversal. This authority will continue until such time CTS and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Zane Gibson

Fire Chief

Authorized Representative (Please Print)

Title

*[Handwritten Signature]*

SIGNATURE of Authorized Representative

Date

10/18/17

**STEP 5: Complete and sign the Request for Taxpayer Identification Number (W-9)**

Substitute Form <b>W-9</b>	<b>Request for Taxpayer Identification Number and Certification</b>				
<b>1. Legal Name</b> (as shown on your income tax return) Pierce County Fire District #18					
<b>2. Business Name, if different from Legal Name above</b> – e.g. Doing Business As (DBA) Name Orting Valley Fire and Rescue					
<b>3. Check ONLY ONE box below (see W-9 instructions for additional information)</b>					
<input type="checkbox"/> Individual or Sole Proprietor	<input type="checkbox"/> Corporation				
<input type="checkbox"/> LLC filing as a sole proprietor	<input type="checkbox"/> S-Corp				
<input type="checkbox"/> Partnership					
<input type="checkbox"/> LLC filing as Corporation	<input type="checkbox"/> LLC filing as Partnership				
<input type="checkbox"/> LLC filing as S-Corp					
<input type="checkbox"/> Non Profit Organization	<input type="checkbox"/> Local Government				
<input type="checkbox"/> Volunteer	<input type="checkbox"/> State Government				
<input type="checkbox"/> Board /Committee Member	<input type="checkbox"/> Federal Government (including tribal)				
<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Trust/Estate				
<b>4. For Corporation, S-Corp, Partnership or LLC, check one box below if applicable:</b> <input type="checkbox"/> Medical <input type="checkbox"/> Attorney/Legal					
<b>5. If exempt from backup withholding, check here:</b> <input type="checkbox"/>					
<b>6. Address</b> (number, street, and apt. or suite no.) 401 Washington Avenue SE	<b>For office use</b>  The Legal Name, Address and TIN must be filled in completely and the document signed for the forms to be accepted.				
<b>7. City, state, and ZIP code</b> Orting, WA 98360					
<b>8. Taxpayer Identification Number (TIN)</b> <b>Enter your EIN OR SSN in the appropriate box to the right (do not enter both)</b> For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).  <i>NOTE: The EIN or SSN must match the Legal Name as reported to the IRS. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W9 Instructions. If the account is in more than one name, see the W9 Instructions for guidelines on whose number to enter.</i>					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="text-align: center; padding: 5px;"><i>Social security number</i></td></tr> <tr><td style="text-align: center; padding: 5px;"> </td></tr> </table> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">OR</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="text-align: center; padding: 5px;"><b>Employer identification number</b></td></tr> <tr><td style="text-align: center; padding: 5px;">71-0939225</td></tr> </table>	<i>Social security number</i>		<b>Employer identification number</b>	71-0939225
<i>Social security number</i>					
<b>Employer identification number</b>					
71-0939225					
<b>9. Certification</b> Under penalty of perjury, I certify that:					
<ul style="list-style-type: none"> <li>• The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>• I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>• I am a U.S. person (including a U.S. resident alien).</li> </ul>					
SIGNATURE of U.S. PERSON	Date				

**STEP 6: Submit**

**For fastest service, PRINT, SIGN, FAX to: 360-664-3363**  
or mail to: Statewide Payee Desk, PO Box 41450, Olympia WA 98504-1450  
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>