

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and each municipal or quasi-municipal corporation of the State of Washington that executes a County-ratified original counterpart of this agreement, (hereinafter referred to as "City").

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE.** It is the purpose of this agreement to provide a joint local organization for emergency management; to protect the public peace, health and safety; and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, whether manmade or from natural causes.

2. **DURATION.** This agreement shall commence January 1, 2021 and end January 1, 2024. PROVIDED, any party may withdraw from this Agreement by giving ninety (90) days' written notice of intent to withdraw to the other parties. PROVIDED FURTHER, that failure of any party to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any party adversely affected by such breach upon giving thirty (30) days' written notice of intent to withdraw to the other parties. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Lewis County:	Lewis County Emergency Management 351 NW North Street Chehalis, WA 98532
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If to City of Toledo:	City of Toledo 130 N. Second Street Toledo, WA 98591
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If to any other party:	To the address/addressee listed in Section 2 of the most recent counterpart signed by that City.
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3. **DEFINITIONS.** As used in this agreement, the following definitions will apply.

A. **“Emergency Management” or “Comprehensive Emergency Management”** means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress.

B. **“Emergency or Disaster”** shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

C. **“Lewis County Emergency Management Committee”** shall consist of representation from each participating city and the county.

4. **SERVICES.** County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with that chapter and as defined and set forth in “Attachment A: Scope of Services” herein during the term of this agreement.

5. **COMPENSATION.** City shall pay County upon execution of this agreement a fee for all services rendered under the terms of this agreement. The fee for 2021 shall be \$2,920 based upon an agency population of 730.

Beginning in the year 2021 the fee charged shall be calculated on a per capita basis, using the population figures from the “Population Trends for Washington State” published by the State Office of Financial Management and the adopted budget for the Lewis County Division of Emergency Management. City shall provide input into this budget as set forth in Attachment A. The ensuing year budget shall be reviewed by the Lewis County Emergency Management Committee during the preliminary budget timeline and the fee shall be sent to the participating cities when the projected budget is available. The population of the participating political subdivisions will be used to establish the per capita rate. Each city’s fee will be set by multiplying the per capita rate by the city population. The rate may be adjusted to reflect any excess carryover fund balance, grant funding or any other unanticipated funding. Fees shall be paid on a quarterly basis. Nothing herein shall prevent the County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW.

6. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other parties (and their elected and appointed officials, employees, agents and volunteers) harmless from and against any and all claims, damages, losses and expenses—“expenses” includes but is not limited to all court costs, attorney’s fees and dispute resolution costs—for the following:

- (a) any personal injury;
- (b) any bodily injury, sickness, disease or death; and
- (c) for any damage to or destruction of any property (including the loss of use resulting therefrom)

which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party's elected or appointed officials, employees, agents or volunteers.

A party shall not be required to indemnify, defend, or hold another party harmless if the claim, damage, loss or expense was caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated or settled.

The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. To the extent required by a party's obligations to indemnify, defend and hold harmless the other parties (but solely to that extent), each party hereby expressly waives any immunity afforded by such acts. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.

7. **INSURANCE.** The parties shall maintain in good standing their normal liability insurance during the term of this Agreement, which for the County means coverage under the Washington Counties Risk Pool, and for the City means coverage under the Washington Cities Insurance Authority, as either such insurance mechanism may evolve in the normal course.

8. **GENERAL.** Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

This contract was mutually negotiated by represented parties, and shall be construed neutrally. The parties waive any theory of *contra preferentem*.

No separate entity or joint venture is created by this contract. Each party shall keep its own records of its participation as required by law, and shall produce them as required.

9. **COUNTERPARTS/NEW SIGNATORIES.** This agreement may be executed in original counterparts ratified by the County. It shall be binding upon all signatory jurisdictions approved by the County regardless of whether such jurisdictions' original signatures all appear on a single document, and regardless of the fact that each City's designee for notice under section 2 will be different in different counterparts. Each separately signed counterpart shall be an original.

A City may join this interlocal by passing or approving this agreement as required under applicable law and authorizing a representative to sign it in original counterpart. The County shall pass a resolution approving or ratifying the inclusion of the new signatory, after which time the signatory shall be a party to the contract in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their duly authorized representatives.

LEWIS COUNTY

APPROVED AS TO FROM

Jonathan Meyer, Prosecutor

Civil Deputy

By _____
for Lewis County Board of County Commissioners

Dated this _____ day of _____, _____

CITY OF TOLEDO

APPROVED AS TO FROM

City Attorney

By Steve Dobosh
City Mayor or Council/Board Representative

Dated this 5th day of October, 2020

ATTACHMENT A: SCOPE OF SERVICES

PURPOSE:

This scope of services establishes a shared understanding of roles and responsibilities between the Lewis County Division of Emergency Management (DEM) and the City desiring to coordinate with DEM to provide emergency management services (pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington).

The signatory parties agree to provide a joint local organization for emergency management and protect the public peace, health and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either manmade or from natural causes.

These parties agree to develop and share the responsibility for the establishment and administration of a "whole community" emergency management program based upon individual responsibility for preparedness and building partnerships with government, businesses, and citizens for preparedness, response, recovery, and mitigation activities designed to lessen the affect or recovery from emergencies/disasters incidents.

Pursuant to the Interlocal Agreement for Emergency Management Services, County and City shall share a partnership to provide emergency management services including, but not limited to the following:

Administration & Finance:

Emergency Management	Municipalities
• Management of DEM budget • Seek and administer program enhancements grants (EMPG) • Provide technical support coordination to over 100 partner agencies • Coordinate hazardous materials reporting and ensure a Lewis County Community Emergency Coordinator (CEC) is appointed to: ○ Receive spill reports from a variety of agencies ○ Respond to large spill incidents ○ Maintain public records repository for EPCRA SARA Title III, Tier II reports ○ Receive Annual Tier II fixed facility reports and submit annual report to ECOLOGY ○ Activate ESF # 10 Hazardous Materials Response Plan when necessary	• Provide input into DEM budget process and submit quarterly payments • Ensure payment for share of State requested resources (events) and/or response costs • Appoint city liaison/alternate for representation at DEM meetings and to obligate city resources during actual incidents; update city staff on DEM activities • Investigate spill reports occurring within city limits when requested by Community Emergency Coordinator • Provide city information to DEM for roll-up reports as requested by state/federal agencies

Emergency Management	Municipalities
- Facilitate “single source” emergency management reporting to and from state/federal agencies and Lewis County partner agencies including: NIMS, annual sandbag inventory/usage, and other information requests - Maintain and provide, when possible, historical event records as requested by media, government and/or citizens	

Planning:

Emergency Management	Municipalities
- Facilitate multi-jurisdictional response plans for incidents crossing agency boundaries. Includes at least: CEMP, HIVA, ESF # 10 Hazardous Materials, RACES Plan, and Drought Plan. - Review and make recommendations on emergency actions plans for dam operators, care facilities, health care providers, and other businesses as required by law	- Assign appropriate city staff to participate in development/revision of multi-agency plans - Develop & maintain internal operation plans including Emergency Operations Plans, Continuity of City Government (COG), and Continuity of Operations Plan (COOP)

Committees & Programs:

Emergency Management	Municipalities
- Facilitate and provide staffing for a variety of committees including: LEPC, EMC, and others as needed - Participate in a variety of state, regional, and other local committees/meetings, such as Homeland Security Region 3, regional planning committees, catastrophic planning committees, and Chehalis River Basin Flood Authority meetings - Coordinate Levee inspections, Army Corps of Engineers repairs, sponsor notifications and receive condition reports - Coordination of Annual Pre-Flood Preparation meeting - Coordination of Lewis County’s Washington Shake-out Earthquake Drill, October - Provide community preparedness presentations, programs and educational materials	- Assign appropriate staff to serve on committees to: - Review and comment on plans/activities - Keep other city staff apprised of DEM activities - Appoint staff to participate in activities as appropriate - Assign representative to provide update to partner agencies on mitigation and areas of concern during the winter season - Encourage city staff, businesses, and citizens to participate in preparedness activities

Communications & Warning:

Emergency Management	Municipalities
• Coordinate emergency messages: pre-planned, incident specific, or annual equipment testing as applicable • Maintain NWS - Weather Ready recognition • Participate with 911 Communications and partner agencies to develop and utilize the Lewis County Alert system to provide emergency public information and notifications • Facilitate testing and reporting for Tacoma Power Emergency Radio (dam sirens), CEMNET, Lewis County Alert, Ham Radio Network, and other systems as developed • Facilitate repair reporting for Internet River Reading & Road Closures and public reported river gage issues • Monitor and distribute National Weather Service products and bulletins as necessary • Facilitate committee planning for Limited English Proficiency (LEP) population notification and barriers as required	• Assign appropriate staff to serve on committees to: ○ Review and comment on plans/activities ○ Keep other city staff apprised of DEM activities • Encourage city staff, businesses, and citizens to register to receive Lewis County Alerts, NOAA Weather Radio Messages, and National Weather Service Alerts by a variety of methods • Participate in LEP committee meeting and distribute LEP materials to city residents when provided by DEM

Logistics & Resource Management:

Emergency Management	Municipalities
• Compile and update resource and personnel contact information lists • Provide resource/contact information to EOC staff as required • Coordinate Temporary Emergency Worker (TEW) registration as required by law • Coordinate training/mission numbers from State EMD as necessary for Search and Rescue (SAR), Medical Reserve Corps (MRC), Coroners volunteers and Amateur Radio Emergency Operation (ARES/RACES). Maintain records and submit for allowable reimbursements.	• Provide resource and personnel updates to DEM as necessary • Submit requests/make reports for SAR, MRC, ARES/RACES activities as necessary to DEM

Training & Exercises:

Emergency Management	Municipalities
- Facilitate a variety of annual trainings and exercises including lecture, conferences, drills, tabletops, functional and full-scale - Facilitate at least one annual hazardous materials lecture, drill, or exercise - Maintain DEM initiated training & exercise records - Complete After Action Reports and file with state/federal agencies as required - Distribute state/FEMA training notices to partner agencies as appropriate	- Commit staff to attend DEM training and exercises including planning teams - Develop, train and exercise city personnel on city response plans for localized incidents not requiring regional support/resources - Ensure City First Responders complete at least ICS 100, ICS 200, and ICS 700 as required by state and federal laws

Response:

Emergency Management	Municipalities
- Maintain the Emergency Operations Center (EOC) in a state of readiness to be activated/deactivated when requested - Facilitate implementation of the CEMP in response to incidents - Assist in preparation of a Declaration of Emergency or Disaster, as necessary - Collect, analyze and disseminate warnings and emergency public information - Coordinate the flow of information among the response partners - Coordinate requests for critical resources to the State - Conduct initial briefings with key leaders - Coordinate media, damage inspection tours, and dignitary tours - Document administrative and financial information - Conduct an after-action review following the response to identify needed improvements	- Appoint representatives to staff the EOC as requested. Each agency bears the costs themselves for incident committed resources and staffing - Prepare a municipal Declaration of Emergency or Disaster when appropriate - Submit Situation Reports and city damage reports to the EOC as warranted - Coordinate external resource requests through the EOC - Attend coordination meetings as requested - Participate in initial briefings with key leaders - Participate in media, damage inspection tours, and dignitary tours - Attend After-Action Reviews as requested

Recovery:

Emergency Management	Municipalities
• Facilitate informal damage estimate to identify potential for FEMA reimbursement • Coordinate information request for Individual Assistance (IA) damage to residences and businesses • Coordinate information request for Public Assistance (PA) for repair to public infrastructure and emergency protective measures • Submit Supplemental Justification Report to State as requested • Document disaster operations and costs • Coordinate Non-governmental and faith-based programs for unmet recovery needs, as needed	• Submit city damage estimates to DEM in a timely manner • Encourage citizens and businesses to file preliminary reports to meet minimums. Assist in publishing FEMA reporting phone number when applicable • Submit public infrastructure damages in a timely manner • Appoint Applicant Agent and Alternate for FEMA reimbursement process. Ensure appointees attend training as necessary to conduct their duties • Refer citizens with unmet needs to appropriate agencies