

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between MASON COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of SHELTON, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County and City have established Comprehensive Emergency Management Plans (CEMP) pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and WAC 118-30-040; and

WHEREAS, Shelton Municipal Code § 2.86.050 and WAC 118-30-050 authorize the City to enter into an Interlocal agreement for Emergency Management Services; and

WHEREAS, County and City believe it to be in the best interest 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 an economical mechanism to provide for the common defense 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 man-made or from natural causes.
2. **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 emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, 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.
3. **SERVICES.** County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Mason County shall perform, on behalf of the County and City, all services required by its Emergency Management Plan, Chapter 38.52 RCW, WAC 118-30 and Attachment "A" to this document. To the extent the existing City Emergency Management Plan conflicts with any of the above, it shall be superseded and the County's Plan, statute, and/or WAC shall be followed.

4. **COMPENSATION.** The City and County shall cooperate to secure grant funds to compensate the County for providing emergency management services. The City shall identify staff that perform emergency management related activities as part of their duties and provide County information on salaries, benefits, and percentage of time City staff performs these duties. These may, or may not be, the same City staff assigned to assist County during activations of the Emergency Operations Center (EOC). Information provided will be incorporated into the County's Emergency Management Performance Grant (EMPG) applications and the funds received from the Department of Homeland Security/FEMA will be utilized to support the emergency management program. Notwithstanding the above, the City shall have no obligation to provide to the County any funds it receives from federal agencies reimbursing costs expended by the City in responding to emergencies.

5. **EMPLOYEES.** Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW.

6. **TERMINATION.** Either party may terminate this Agreement with or without cause upon one hundred eighty (180) days written notice to the other party.

7. **NOTICES.** Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Mason County: Mason County
 Division of Emergency Management
 Assistant Director
 100 W. Public Works Drive
 Shelton, WA 98584

If to City of Shelton: City of Shelton
 Office of the Mayor
 525 West Cota Street
 Shelton, WA 98584

8. **HOLD HARMLESS AND INDEMNIFICATION.** Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said party's negligence. Each party shall promptly notify the other of any such claim.

9. **GENERAL.** Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written 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.

ATTACHMENT "A"
City of Shelton

Emergency Management Work Plan

During the term of the Agreement for Emergency Management Services, the County shall:

1. Provide full Duty Office coverage for Emergency Management issues arising in the City 24 hours per day, 365 days per year.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in the City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge.
5. Provide public education presentations on emergency preparedness issues as requested by the City and as resources are available.
6. Provide training for City's EOC staff as appropriate.
7. Provide education program for officials as necessary.
8. Update the City's Emergency Operational Plan to achieve compliance with Chapter 38.52 RCW and WAC 118-30. If acceptable to State regulators, the County may elect to submit a single emergency operational plan for Mason County, including the City, in lieu of updating the City's Plan.
9. Assist the City with applying for federal funds reimbursing costs expended responding to emergencies. The City shall hold the County harmless in the event that a grant application does not secure federal funding, or a federal agency requires the repayment of federal funds.

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

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

Date this 21st day of JUNE, 2011.

MASON COUNTY
BOARD OF COMMISSIONERS

CITY OF SHELTON
COMMISSION


Lynda Ring Erickson, Chairperson

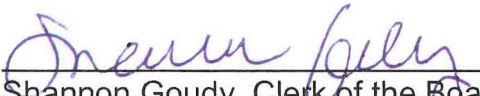

John Tarrant, Mayor


JUNE 21, 2011
Date

6-13-2011
Date

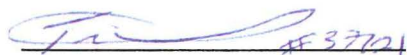
ATTEST:

ATTEST:


Shannon Goudy, Clerk of the Board


Vicki Look, City Clerk

County
Approved to Form:


#37724