

AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

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

WHEREAS, County has established an 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 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. Duration. The duration of this agreement shall be that period commencing on the 1st day of January, 2015 and terminating at midnight on the 31st day of December, 2019, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

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 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.

4. 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. Pierce County shall perform all

services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.85 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31 of each year of the contract beginning January 31, 2015. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County:	Pierce County Department of Emergency Management Director 2501 S 35 th St #D Tacoma, WA 98409-7405
----------------------	---------------------------------------------------------------------------------------------------------------------------

If to City of Roy:	City of Roy Mayor PO Box 700 Roy, WA 98580
--------------------	-----------------------------------------------------

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

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 parties negligence. Each party shall promptly notify the other of any such claim.

The parties to this contract, in the performance of it, will be acting in their individual

capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the CITY, its officers, officials, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY's negligence. The CITY's liability hereunder shall be only to the extent of the CITY's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

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.

10. Privileges and Immunities. 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,

11. 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 23rd day of December, 2014.

PIERCE COUNTY

Attest:

By [Signature] Date 12-16-14
Prosecuting Attorney
(as to form only)

By [Signature] Date 12/23/14
Budget and Finance

By [Signature] Date 12-15-14
Lowell Porter
Director

CITY OF ROY

Approved:

By [Signature] Date 12/8/14
Karen Yates
City of Roy Mayor

Attest:

By [Signature] Date 12/8/14
City Clerk

Approved:

By [Signature] Date 12/8/14
City Attorney

2014

ATTACHMENT A

2015 – 2019 Emergency Management Services Work Plan

Prevention Services

Provide access to the First-To-See application.

Mitigation Services

Facilitate City's participation in the Natural Hazard Mitigation Plan coordination, development, and review.

Preparedness Services

Support a Whole Community strategy by annually providing a combination of public education presentations and/or attend City-sponsored community events to provide information on emergency preparedness issue based on the following population (see below):

Population Range	Presentations Provided and/or Events Attended
Up to 9,999	3
10,000-19,999	5
20,000 or higher	10

Provide Incident Command System (ICS) training for City's EOC staff as requested.

Provide introductory emergency management training/education for identified City Officials' as requested.

Assist the City with development and review of City's Emergency Operational Plan (EOP).

Assist the City with development and review of City's Comprehensive Emergency Management Plan (CEMP).

Assist the City with development and review of its Continuity of Operations Plan (COOP) and Continuity of Government (COG) plan.

Provide access to and training on the County's Portal for incident tracking.

Conduct an annual all-hazards exercise for City participation.

Response Services

Provide 24 hour Duty Officer coverage (EOC Level 1) for emergency incidents.

Activate and manage the Tacoma/Pierce County EOC at Level 2 or 3 in support of City's EOC activation, or the proclamation of an emergency by City, or in support of any emergency incident that requires multi-agency response coordination.

Support City situational awareness by providing access to WebEOC for City representatives when present in the EOC during an activation in support of a City related incident.

Provide alert, warning, and emergency public information for incidents as resources allow.

Provide availability of County's emergency resources not required for County use elsewhere during incidents. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Examples of equipment include sandbagging machines, generators, etc.

Recovery Services

Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge and responsibilities. The County shall remain harmless of the results from City's claim of federal and/or state funding for the declared disaster.

CITY OF ROY, WASHINGTON

RESOLUTION NO. 779

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, PIERCE COUNTY, WASHINGTON, APPROVING AN AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES WITH PIERCE COUNTY

WHEREAS, the Roy City Council believes it to be in the best interests of its citizens that the City and Pierce County share and coordinate services in the event of an emergency; and

WHEREAS, Pierce County has established an Emergency Management Plan pursuant to the provisions of RCW 38.52; and

WHEREAS, the City's prior agreement with Pierce County was for the five-year cycle ending December 31, 2014; and

WHEREAS, the per capita rate that the City will pay Pierce County as compensation remains at \$.85 per total population count for 2015, to be increased annually by the Consumer Price Index for Seattle urban area and upon population growth each year according to the Office of Financial Management and/or the parties' work plan modification;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

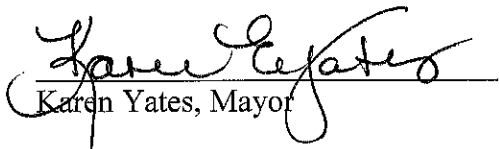
Section 1. The City Council of the City of Roy directs the mayor to sign the Agreement for Emergency Management Services with Pierce County for the period January 1, 2014 through December 31, 2019 at the annual per capita rate established in the terms of the Agreement, in substantially the form on file in the City Clerk-Treasurer's office.

Section 2. Severability. If any section, sentence, clause or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

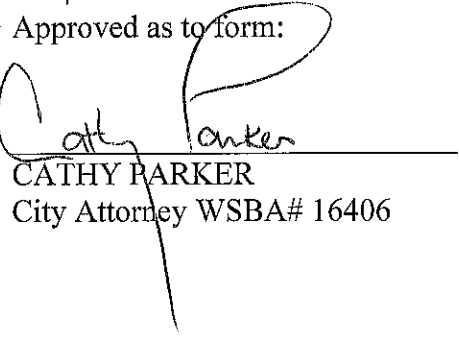
Section 3. All acts consistent with this resolution are hereby authorized.

Adopted this 8th day of December, 2014.



Karen Yates, Mayor

Attest:

Approved as to form:


CATHY PARKER
City Attorney WSBA# 16406



DEBRA DEARINGER
City Clerk-Treasurer