

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into by and between Pacific County, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "County" and those cities located within Pacific County which are signatory hereto, hereinafter referred to as the "Cities".

WITNESSETH:

WHEREAS, RCW 38.52.070 authorizes and directs each political subdivision of the state to establish a local organization for emergency management services in accordance with the state emergency management plan and program; and

WHEREAS, the County and the Cities have previously recognized that it is in the best interest of the citizens of Pacific County that all of the political subdivisions in the County cooperate and coordinate with each other in establishing a local organization to provide emergency management services; and

WHEREAS, Pacific County adopted Ordinance 101 effective January 1, 1984 creating the Pacific County Emergency Management Agency; and

WHEREAS, the cities of Ilwaco, Long Beach, Raymond, and South Bend subsequently adopted resolutions acknowledging Pacific County Ordinance 101 and approving each city's participation in the Pacific County Emergency Management Agency; and

WHEREAS, it has been brought to the Cities' and County's attention that Pacific County Ordinance 101 has not been updated for many years and is no longer relevant or effective for its intended purpose; and

WHEREAS, the County and Cities agree that this Interlocal Agreement is a more appropriate method to update and continue the existing coordination and cooperation policies for emergency management services;

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

ARTICLE I. PURPOSE

It is the purpose of this agreement to continue to provide for the effective and efficient preparation for the coordination of, and carrying out of all "emergency management" functions as defined in RCW 38.52.010, within Pacific County and its participating cities. It is also the purpose of this agreement to replace and rescind Pacific County Ordinance 101 and any associated city resolutions. It is agreed by all parties that full execution of this agreement effectively rescinds all prior agreements and actions for providing emergency management services within Pacific County and any participating City within its boundaries.

ARTICLE II. ORGANIZATION

The joint local organization for emergency management shall be known as the Pacific County Emergency Management Agency (PCEMA), and shall be administered under the authority of the Pacific County Emergency Management Council (“Council”).

The Council shall be comprised of the three Pacific County Commissioners, the Pacific County Sheriff, and the mayor or designee from each participating city. The Chair and Vice-Chair of the Council shall be elected annually by a vote of the members. The majority of voting members of the Council shall constitute a quorum. The Council shall meet at least quarterly, and special meetings may be called by the Chair, Vice-Chair, or a majority of voting members of the Council.

The powers and responsibilities of the Council shall be as defined in RCW 38.52 and shall specifically include the following:

- A. Establish and adopt policy guidelines and program priorities for PCEMA.
- B. Recommend staffing levels, scope of work, operating budget, and distribution of costs to be reviewed and approved by individual signatories to this agreement (Cities and County).
- C. Review, critique, and consider for approval all emergency management planning and policy documents prepared for the Council by PCEMA staff.
- D. Appointment of the Director of the Pacific County Emergency Management Agency and any additional PCEMA staff. This authority may be delegated to the Pacific County Sheriff (“Sheriff”) by a majority vote of the Council. If this authority is delegated to the Sheriff, the appointment of the Director and any additional PCEMA staff shall be subject to confirmation by a majority vote of the Council. Individuals appointed by the Sheriff and confirmed by the Council will be deemed to be employees of the Sheriff’s Office and will be subject to the personnel policies of the Sheriff. If applicable, civil service rules and collective bargaining agreements will apply to such individuals.

ARTICLE III. DUTIES OF THE DIRECTOR

The Director of the Pacific County Emergency Management Agency shall be appointed by a majority vote of, and shall serve at the pleasure of the Council unless the Council designates this authority to the Sheriff as allowed under II.D above. The Director (and/or Sheriff if designated under II. D.) is/are hereby empowered and directed to:

- A. Prepare and present emergency management plans and policies in compliance with State and Federal requirements for Council consideration.
- B. Control and direct the efforts of PCEMA to accomplish the most effective and efficient delivery of emergency management services to the public.

- C. Direct coordination and cooperation among all emergency response and public and/or private agencies to provide effective emergency management services.
- D. Represent PCEMA in all dealings with the public and public/private agencies pertaining to emergency management services.
- E. Review and evaluate emergency management policies and procedures and make appropriate recommendations to the Council.
- F. With approval of a budget committee appointed by the Chair of the Council, prepare and present the annual PCEMA budget for consideration of the Council.
- G. Supervise the daily operation of PCEMA within the approved budget and maintain adequate records of all activities for the submission to the Council upon request.
- H. In the event of a disaster as defined in RCW 38.52.010, the Director and/or Sheriff if is further empowered and directed to:
 - 1. Make and issue rules and regulations within the Council's legal authority, on matters reasonably related to the protection of life and property as affected by such disaster; provided that such decisions are confirmed by the Council at the earliest practicable time.
 - 2. Obtain necessary supplies, equipment, and any such other property as required for the protection of life and property; binding the Council for the fair market value of said goods, and if required, immediately commandeer the same for public use.
 - 3. Within the Council's legal authority, require emergency management services of any officer or employee, and in the event of a proclamation by the Governor of the existence of a disaster, to command the aid of as many citizens of the community as necessary in the execution of legal duties; such persons shall be entitled to all privileges, benefits, and immunities as provided for in State law for registered emergency workers.
- I. The Assistant Director of PCEMA is authorized to fulfill the duties listed above in the absence or unavailability of the Director/Sheriff.

ARTICLE IV. FUNDING AND FINANCE ADMINISTRATION

All revenues for the Pacific County Emergency Management Agency shall be deposited into Pacific County Emergency Management Fund #102 administered by the Pacific County Treasurer. All proper claims for PCEMA shall be paid from this fund as recommended by the Council and as allowed by the Pacific County Commissioners in accordance with RCW 36.22.050 and any other applicable statutes.

Revenue to support the annual budget for PCEMA shall be derived from State and Federal support payments, grant revenue, private and/or public donations, and member support payments from the County and participating cities. The member support payments shall constitute the “local share” of each annual budget and this contribution shall be shared by the signatories to this agreement based on a combined ratio of population and assessed valuation, the specific details of which are shown in Exhibit “A” attached hereto. Nonpayment of member support payments is grounds for revocation of membership and such revocation shall be subject to approval of the Council.

The annual budget for PCEMA shall be prepared by the Director, subject to approval by the Council and adoption by the Pacific County Commissioners.

ARTICLE V. PROPERTY AND EQUIPMENT

- A. PCEMA shall maintain the custody and control of all property and equipment acquired by or loaned to the Agency.
- B. The ownership of all property, equipment, and monies owned by the signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by PCEMA subsequent to the execution of this Agreement.
- C. The ownership of property or equipment loaned or contributed for use by PCEMA by any party hereto, shall remain with the loaning or contributing party.
- D. 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.
- E. In the event this Agreement is terminated, any property purchased by PCEMA shall be legally disposed of and the proceeds shall be shared by the parties to the Agreement in proportion to the financial contribution of each party in the year of acquisition of such properties, equipment, or monies.

ARTICLE VI. DURATION

This Agreement will become effective upon the full execution by all parties and will remain in effect until terminated as allowed herein.

ARTICLE VII. WITHDRAWAL

Any party to this Agreement may withdraw from participation effective December 31 of any year during the term thereof, 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.

ARTICLE VIII. TERMINATION

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

ARTICLE IX. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing and signed by all parties.

ARTICLE X. INDEMNITY

Each party to this Agreement shall be responsible for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold other parties harmless from any such liability.

ARTICLE XI. SEVERABILITY

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. If any provision hereof is determined to be in conflict with any statute of the State of Washington, said provision shall be deemed modified to conform to such statutory provision.

ARTICLE XII. 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.

EXHIBIT "A"

Pacific County Emergency Management Agency (PCEMA) Funding Formula

SECTION 1 - PURPOSE

The purpose of this document is to establish a "funding formula" to determine each member's fair and equitable contribution to support the yearly operational budget of PCEMA. This formula is intended to be used and applied in conjunction with the PCEMA Interlocal Agreement. Any amendments or adjustments to this formula must be in accordance with the terms and conditions of the PCEMA Interlocal Agreement.

SECTION 2 - FUNDING

The funding sources for PCEMA are outlined in Article IV of the PCEMA Interlocal Agreement. Any balance of required revenue, after all other revenue sources are exhausted will hereby be called the "Member Budget" and will be funded according to the terms and conditions of this document.

A. Member Budget

The Member Budget will be established through the following procedure:

1. Determine the total PCEMA budget (Article II)
2. Deduct all non-member revenue including but not limited to:
 - a. Revenue from contracts
 - b. Grants
 - c. Donations
 - d. Service fees
3. The balance resulting from Steps 1-3 above is the "Member Budget" and is subject to the following "Funding Formula":

B. Funding Formula

Once the “Member Budget” amount is determined as previously described, the resulting amount is prorated among the member using weighted averages of Office of Fiscal Management (OFM) population estimates and property assessed valuations as determined by the County Assessor for each entity on file, and averaged over the course of the four previous budget years. These figures as they would affect the 2008 budget year are as follows:


ENTITY	Population*	% Of Total	Last 4yr Av AV	% Of Total	Combined Percent	2008 Contribution	2007 Actual
Pacific County*	14,325	66.32%	\$1,265,623,602	74.33%	70.33%	\$41,557	\$34,748
Ilwaco	1,040	4.81%	\$74,877,739	4.40%	4.61%	\$2,722	\$2,089
Long Beach	1,460	6.76%	\$180,721,978	10.61%	8.69%	\$5,133	\$4,089
Raymond	3,005	13.91%	\$117,874,061	6.92%	10.42%	\$6,156	\$5,156
South Bend	1,770	8.19%	\$63,565,376	3.73%	5.96%	\$3,524	\$3,025
TOTALS:	21,600	100.00%	\$1,702,662,756	100.00%	100.00%	\$59,092	\$49,107

APPROVED THIS 8th DAY OF July, 2008

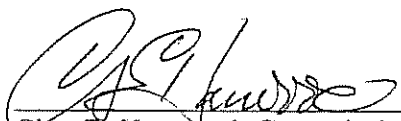
BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Jon C. Kaino, Chairman

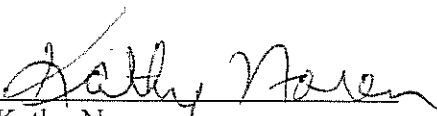


Norman B. Cuffel, Commissioner



Clay E. Harwood, Commissioner

ATTEST:



Kathy Noren
Clerk of the Board

Approved this 9th day of June 2008.

CITY OF ILWACO:

[Signature]
Mayor

Attest: Melissa K. Busby
Ilwaco City Clerk

Adopted this _____ day of _____ 2008.

CITY OF LONG BEACH:

Mayor

Attest: _____
Long Beach City Clerk

Adopted this _____ day of _____ 2008.

CITY OF RAYMOND:

Mayor

Attest: _____
Raymond City Clerk

Adopted this _____ day of _____ 2008.

CITY OF SOUTH BEND:

Mayor

Attest: _____
South Bend City Clerk

Approved this _____ day of _____ 2008.

CITY OF ILWACO:

Mayor

Attest: _____
Ilwaco City Clerk

Adopted this _____ day of _____ 2008.

CITY OF LONG BEACH:

Robert E. Anderson

Mayor

Attest: *Dan Miller*

Long Beach City Clerk

Adopted this 2nd day of June, 2008.

CITY OF RAYMOND:

Mayor

Attest: _____
Raymond City Clerk

Adopted this _____ day of _____ 2008.

CITY OF SOUTH BEND:

Mayor

Attest: _____
South Bend City Clerk

Approved this _____ day of _____ 2008.

CITY OF ILWACO:

Mayor

Attest: _____
Ilwaco City Clerk

Adopted this _____ day of _____ 2008.

CITY OF LONG BEACH:

Mayor

Attest: _____
Long Beach City Clerk

Adopted this 5th day of September 2008.

CITY OF RAYMOND:

Robert E. Jung
Mayor

Attest: Heidi L. Silblaud
Raymond City Clerk

Adopted this _____ day of _____ 2008.

CITY OF SOUTH BEND:

Mayor

Attest: _____
South Bend City Clerk

Approved this _____ day of _____ 2008.

CITY OF ILWACO:

Mayor

Attest: _____
Ilwaco City Clerk

Adopted this _____ day of _____ 2008.

CITY OF LONG BEACH:

Mayor

Attest: _____
Long Beach City Clerk

Adopted this _____ day of _____ 2008.

CITY OF RAYMOND:

Mayor

Attest: _____
Raymond City Clerk

Adopted this 14th day of October 2008.

CITY OF SOUTH BEND:

Karl W. Lewis
Mayor

Attest: *De Robert*
South Bend City Clerk