

AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between GRAYS HARBOR COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF _____, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; 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. Term. This agreement shall be effective on January 1, 2025 and shall continue for successive annual terms until either party gives to the other party one hundred eighty (180) days written notice of termination prior to the end of the calendar year. If notice is provided in accordance with the agreement, the agreement shall terminate at the end of that calendar year.

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 emergencies and disasters, and to 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. However, "emergency management" or "comprehensive emergency management" does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

B. "Emergency or disaster" as used in all sections of Chapter 38.52 RCW, except RCW 38.52.430, means an event or set of circumstances which: (i) 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 (ii) reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Grays Harbor County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Grays Harbor County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Grays Harbor County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Independent Contractor. The County shall not be considered an agent, employee, or servant of the City while performing its duties under this Agreement. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specification set out in this Agreement. The City shall only have the right to ensure performance under the terms of this Agreement.

6. Compensation. The City agrees to compensate the County for emergency management expenses as detailed in the Emergency Management Budget Cost Share analysis. This analysis is developed annually by Grays Harbor County Emergency Management (GHCEM). The City will receive the analysis from GHCEM by June 30th of the year preceding the payment year. The Emergency Management Budget Cost Share analysis for the current fiscal year will be attached as Appendix "C" and will replace any previous analyses.

The County will invoice the City for the amount as scheduled in the Emergency Management Budget Cost Share each year by April 30. The City will pay the County the invoiced amount no later than 45 days after receipt of the invoice.

The cost share analysis is established by reviewing the GHCEM budget and removing the direct costs associated with the on-going permanent costs of the office. Direct costs are paid 100 percent by the County. Pass through grant costs are removed from the analysis. The shared costs are expenses incurred by the County related the deliverables in this agreement.

The formula for the distribution of costs shall be calculated utilizing the following formula and with the values from the following sources.

Percent = %

Assessed Value = AV

(#) = reference in Appendix C Spreadsheet

(1) City Population / Total Population of the Grays Harbor County = City %of Population

(2) City AV / Total AV of Grays Harbor County = City % of AV

(3) City % of Population + City % of AV / 2 = Combined % of Cost Share for City

(4) Combined % of Cost Share for City x (5) Projected Shared Expense =
City % of Shared Expenses for Collection in Next Year

The Population data shall be sourced from WA OFM Report for Population Estimates. The assessed values are established from utilizing each of the city's certified Real and Personal Assessed Value as detailed and published in the Grays Harbor County Assessor's Annual *Assessed Valuations and Levy Rates* document. The County value derives from the certified assessed value for the Road District Assessment.

The combined percentages of the total shared costs are then calculated, with Cities sharing responsibility for the shared expenses in proportion to their respective populations and assessed values.

7. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Grays Harbor County:	If to City of _____:
Grays Harbor County Department of Emergency Management Director 310 West Spruce Ave Montesano, WA 98563	City of _____ Mayor (Street Address) (City), WA (Zip code)

8. Renewal. This agreement shall automatically renew on January 1 of each calendar year unless notice is provided in accordance with Section 2 - Term. If notice is timely received, then the agreement will terminate in accordance with the provisions of the agreement.

9. Indemnification. Each party shall be responsible in tort for the actions of its own employees, officers, volunteers and agents in the performance of all acts under this Agreement. Each party agrees to defend, indemnify and hold harmless the other from liability for any claim, demand or suit arising out of or in connection with said party's sole negligence. To the extent that the acts of both parties contributed to the loss of a third party in the performance of this Agreement, then each such negligent party shall be responsible for its own proportionate share of such loss. Each party shall notify the other party of the existence of any claim, demand or suit arising out of or in connection with said party's performance under this Agreement.

10. Insurance. Each party certifies to the other that it is a member of an appropriate government risk pool, through which it is covered for the acts or its employees, officers, volunteers or agents in connection with or incidental to its performance of all acts under this Agreement. Each party certifies to the other that the coverage limits under its risk pool coverage exceed the limits reasonably necessary for the performance of this Agreement, and will provide coverage for all acts for which the party is found to be legally liable.

11. General. 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.

12. 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,

13. 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.

GRAYS HARBOR COUNTY
BOARD OF COMMISSIONER

CITY OF _____

KEVIN PINE, Chair

(NAME), Mayor

JILL WARNE, Commissioner

Date

VICKIE L. RAINES, Commissioner

Approved as to Form:

ATTEST: _____
Wendy Chatham, Clerk

City Attorney

(Date)

Appendix A

Emergency Management Services – Deliverables to City

Preparedness and Prevention Support

- Maintain the Grays Harbor County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the GH County CEMP as the agencies base CEMP
- Support the local agency in developing CEMP Annex to the Grays Harbor CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG) for individual agencies
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events
- Prepare and submit annual emergency management program report to Washington State Emergency Management Division (from deliverable report from the local agency on activities not related to this program).
- Manage emergency worker volunteer program in accordance with WAC 118-04.

Mitigation Support

- Facilitate Hazard Mitigation Plan coordination, development, and review
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews

Response Support

- Provide access to and support from our 24-hour Duty Officer
- Activate and manage the Grays Harbor County Emergency Operations Center (EOC) as necessary or in support of activations either by plan or agency request.
- Support coordination of multi-agency response to emergency incident(s)
- Provide alert, warning, and emergency public information (methods include, Grays Harbor County Alerts, EAS, WEA, NWEMA, AHAB Warning System, social media, and traditional media)
- Provide and/or coordinate a Public Information Officer and Joint Information System to support local agency for crisis communications related to an incident(s) or emergency
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness
- Provide logistical support, as required

Recovery Support

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster (agencies are responsible for submission unless specifically contracted to GHCEM)
- Coordinate and support recovery efforts as needed

Appendix B
Emergency Management Services – Deliverables to County

- The City will, in accordance with 38.52.070, appoint a director for their Emergency Management organization who will serve as the point of contact to the GHCDDEM.
- The City will designate a representative to the Emergency Management Planning Committee and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.
- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Grays Harbor EOC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to insure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with NIMS for all emergency management or response activities.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

Appendix C Emergency Management Cost Share

This section to be updated annually.

FY24 Emergency Management Budget Cost Share

FY24 GHCEM Budget (All Expenditure Accounts)	\$567,808
FY24 Grant Fund Expenditures (Pass-Through)	-\$115,512
FY24 GHCEM Direct Costs (Non-share)	-\$212,152
2024 Projected Shared Expense (5)	\$240,144

Political Subdivision	Population**	% of County Total Population (1)	Assessed Value*	% of County Total AV (2)	Combined % (3)	Collection In 2025 (4)
Grays Harbor County***	29,370	38.14%	\$5,072,253,146	40.13%	39.14%	\$93,988
Aberdeen	17,080	22.18%	\$1,753,442,437	13.87%	18.03%	\$43,292
Cosmopolis	1,670	2.17%	\$216,967,042	1.72%	1.94%	\$4,665
Elma	3,480	4.52%	\$531,743,524	4.21%	4.36%	\$10,479
Hoquiam	8,795	11.42%	\$793,452,387	6.28%	8.85%	\$21,253
McCleary	2,120	2.75%	\$264,814,814	2.10%	2.42%	\$5,822
Montesano	4,090	5.31%	\$610,344,704	4.83%	5.07%	\$12,177
Oakville	720	0.94%	\$69,924,963	0.55%	0.74%	\$1,787
Ocean Shores	7,380	9.58%	\$2,755,206,426	21.80%	15.69%	\$37,684
Westport	2,295	2.98%	\$570,152,980	4.51%	3.75%	\$8,996
TOTAL	77,000	100.00%	\$12,638,302,423	100.00%	100.00%	\$240,144

* Assessed Values are based on 2023 Levy for Collection in 2024 (<https://cms5.revize.com/revize/graysharborcounty/2022%20for%202023%20Tax.pdf>)

** From the WA State Office of Financial Management Report for 2023: <http://www.ofm.wa.gov/pop/april1/default.asp>

*** County AV Based on unincorporated values (Road District Assessment)