

CRESA COUNTY AND CITIES SERVICE AGREEMENT

R.E., Emergency Management Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," *and* Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, after this called "Parties."

WITNESSETH

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of local organization for emergency management services in which two or more political subdivisions may join for the establishment and operations thereof; and

WHEREAS, since 1981 the Parties through an interlocal agreement, as amended or replaced, established CRESA as the joint local organization for emergency management services; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency management services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in Exhibit A.

- 1) Emergency Management Services During the term of this Agreement, CRESA shall provide the Parties twenty-four (24) hour emergency management services including: Emergency Management Duty Officer Support; Emergency Operations Center Services; Emergency Preparedness Public Education; Public Alert and Warning Services; Emergency Management Training, Drills and Exercises; Emergency Management Planning Coordination; and Recovery Planning and Coordination. CRESA shall also provide the Parties administration of the State Region IV Homeland Security Program.

2. **Compensation.** The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 13 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the to the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
3. **Term.** The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the CRESA Bylaws.
4. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
5. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
6. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements

of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.

7. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.
8. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
9. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
10. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
11. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books-, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
12. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

13. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time it shall be in default ("Default") under this Agreement.
- In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.
14. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
15. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an "agency" within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
16. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
17. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
18. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communication and emergency management services.
19. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
20. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with

the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2017.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form: _____

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form: _____

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form: _____

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form: _____

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form: _____

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

EXHIBIT A

CRESA Emergency Management Scope of Services

The CRESA shall provide emergency management services to the participating Parties based on the standards established in Washington Administrative Code (WAC) 118-30, Local and Joint Local Organizations for Emergency Management Plans and Programs as follows:

A. Program Administration

1. Laws and Authorities. CRESA shall provide for the joint local organization for emergency management services for the Parties in accordance with local and state laws related to the development and maintenance of an emergency management program including but not limited to the provision for the appointment of the emergency management director; and how the costs of supporting the organization shall be shared between the Parties. *[WAC 118-30-040(1)(a) Draft 17_11-03]*
2. Coordination.
 - a) CRESA shall maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS). *[WAC 118-30-040(5) Draft 17_11-03]*
 - b) CRESA shall submit a local preparedness report of the emergency management program to the State for review by July 31 of each calendar year. *[WAC 118-30-040(4) Draft 17_11-03]*
 - c) CRESA will meet semi-annually with Parties' leadership to seek and obtain continued and coordinated stakeholder involvement and input regarding the emergency management program, including but not limited to policies, plans, ordinances, training, exercises, budget, public education, strategies, and other emergency management issues. *[WAC 118-30-070(3)(s) Draft 17_11-03]*
3. Administration and Finance.
 - a) CRESA will establish and maintain a dedicated emergency management budget. *[WAC 118-30-070(3)(r) Draft 17_11-03]*
 - b) CRESA will provide fiscal and administrative procedures to support and accurately document normal and disaster operations of the organization. *[WAC 118-30-070(3)(q) Draft 17_11-03]*
 - c) CRESA will provide fiscal and administrative procedures that provide the ability to request, receive and manage funds in emergency situations for the delivery of assistance and cost recovery.
 - d) CRESA will provide state and federal emergency management grant administration and reporting requirements. *[WAC 118-30-070(3)(b) Draft 17_11-03]*

4. Strategic Planning. CRESA shall develop, with input from stakeholders, an emergency management strategic plan that includes: 1) a mission or vision statement; 2) identified goals, objectives and milestones; 3) a method of evaluation, maintenance and update of the plan.

B. Program Elements

1. Hazard Identification, Risk Assessment and Consequence Analysis. CRESA will develop and maintain a current multi-jurisdictional Hazard Identification Vulnerability Analysis (HIVA). *[WAC 118-30-060(1) Draft 17_11-03]*
2. Hazard Mitigation. CRESA will develop and maintain pre- and post-disaster mitigation program that regularly uses resources to mitigate the effects of emergencies and disasters associated with the risks or hazards identified in its hazard identification and vulnerability analysis. *[WAC 118-30-060(3)(c) Draft 17_11-03]*
3. Prevention. CRESA will engage prevention and protection partners to assess and improve capabilities for the hazards identified in the hazard identification and vulnerability analysis document. *[WAC 118-30-070(3)(t) Draft 17_11-03]*
4. Operational Planning and Procedures.
 - a) CRESA shall develop, promulgate and maintain for each parties' political subdivision a current comprehensive emergency management plan (CEMP) that is consistent and coordinated with the state comprehensive emergency management plan. *[WAC 118-30-040 (3) 118-30-060 (3) Draft 17_11-03]*
 - b) When requested and/or in concert with CRESA's Strategic Emergency Management Plan, CRESA will provide technical assistance in the development of regional or countywide functional emergency management plans and procedures.
5. Incident Management.
 - a) CRESA shall provide a 24 hour per day Duty Officer for emergency management issues.
 - b) Under the provisions of the Parties' cities and county codes, CRESA shall initiate, through the County Executive a Proclamation of Emergency when CRESA determines that a significant event or disaster has occurred which affects life, health, property or public peace.
 - c) CRESA, in conjunction with the Parties and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Parties' political subdivisions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each Party remains responsible for the costs it incurs.
 - d) CRESA shall develop and maintain procedures for documenting critical information received and decisions made during emergency operations center activations. *[WAC 118-03-070(3) (o) Draft 17_11-03]*

- e) CRESA shall develop and maintain system tools and structures used in the Clark Regional Emergency Operations Center (CROEC) for analyzing emergencies or disasters; and shall provide a process for clear and effective decision making for response and recovery. *[WAC 118-03-070(3) (k) Draft 17_11-03]*
6. Resource Management, Mutual Aid and Logistics.
- a) CRESA will develop and maintain a process for documenting the registration, mobilization, engagement and use of emergency workers consistent with Chapter 118-04 WAC and to mobilize community support in the event of an emergency or disaster. *[WAC 118-03-070(3)(f) Draft 17_11-03]*
 - b) CRESA will develop and maintain a process to manage spontaneous volunteers and donations in the event of an emergency or disaster. *[WAC 118-03-070(3)(g) Draft 17_11-03]*
 - c) CRESA will work in collaboration with the Parties to develop volunteer capabilities that augment local emergency response efforts.
 - d) CRESA will develop and maintain a resource management system that identifies, obtains, accounts for and in a timely fashion distributes services, supplies and equipment needed during significant emergencies and disasters. *[WAC 118-03-070(3)(e) Draft 17_11-03]*
 - e) CRESA will develop and maintain protocols for sharing resources with other political subdivisions in response to a request under the Intrastate Mutual Aid System established by Chapter 38.56 RCW or other mutual aid agreements. *[WAC 118-03-070(3) (h) Draft 17_11-03]*
7. Communications and Warning. CRESA will develop and maintain appropriate equipment and procedures for communicating to program stakeholders, emergency personnel and the public for efficient preparation, response to, and recovery from emergencies or disasters. *[WAC 118-03-070(3)(i) Draft 17_11-03]*
8. Facilities. CRESA shall provide and maintain the primary and alternate Clark Regional Emergency Operations Center (CREOC) to adequately support Parties during significant events and disasters. This shall include a process for activating the primary CREOC within two hours of the event's occurrence. *[WAC 118-03-070(3) (j) Draft 17_11-03]*
9. Training.
- a) CRESA will develop and maintain a training program that includes appropriate training for emergency management staff, emergency response personnel, key public officials and decision-makers accordance with the National Incident Management System (NIMS). *[WAC 118-03-070(3)(l) Draft 17_11-03]*
 - b) CRESA will develop an annual training and exercise calendar based on identified needs, regulatory requirements and stakeholder input.
10. Exercises, Evaluation and Corrective Actions.
- a) CRESA shall develop and maintain an emergency management exercise

program that includes evaluation of emergency response and recovery capabilities and a corrective action process designed to improve and/or validate emergency management, training, plans, processes, systems, and procedures. *WAC 118-03-070(3)(m) Draft 17_11-03]*

- b) CRESA shall conduct an emergency operations exercise to test the CEMP at least once each calendar year if an emergency or disaster has not impacted the area during that time period. *[WAC 118-30-060(3)(d)(iii) Draft 17_11-03]*

11. Public Information and Education.

- a) CRESA will work in conjunction with participating jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience. *[WAC 118-03-070(3)(p) Draft 17_11-03]*
- b) CRESA shall develop and maintain a public information plan that includes the capability of participation in a joint information system during an emergency or disaster. *[WAC 118-03-070(3) (n) Draft 17_11-03]*