

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

The Washington State RCW 38.52.070 provides for the establishment of a local organization for emergency management in which two or more political subdivisions may join for the establishment and operation thereof; and,

WHEREAS, the Board of County Commissioners of Yakima County, Washington and the executive heads of incorporated cities and towns within Yakima County, Washington have agreed to the joint operation of the emergency management organization as provided by the R.C.W. 38.52; and,

WHEREAS, the declared purposes of this agreement are to provide for the preparation and carrying out of plans, including mock or practice drills, for the protection of persons and property within this county in the event of a disaster, and to provide for the coordination of the emergency management functions of this county with other public agencies and affected private persons, corporations and organizations; and,

WHEREAS, any expenditures made in connection with such emergency management activities, including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of Yakima County and its participating, incorporated cities and towns; and,

WHEREAS, “emergency management” denotes the preparation for and the carrying out of emergency functions other than functions for which the military forces are primarily responsible, and the activities necessary or incidental to the preparation and for carrying out of these activities; now, therefore

BE IT HEREBY AGREED as follows:

OFFICE AND FUNDING

(A) A joint local organization pursuant to RCW 38.52.070 for emergency services was created in 1984 (terminology then changed to emergency management), to be composed of Yakima County, Washington and its participating incorporated cities and towns, to be known as the “Yakima Valley Office of Emergency Management” to be administrated by the Yakima County Emergency Management Council.

(B) This joint organization shall continue its existence upon the approval of this agreement by the County Commissioners of Yakima County and the Council of any city or town. Thereafter any incorporated city or town may become a participating member upon the adoption of a resolution by its legislative body to that effect and agreeing to the provisions hereof and the deposit with the Director of Emergency Management of a duly executed copy of this agreement.

(C) There is hereby established a special pooled fund to be administered by the Treasurer of Yakima County, which fund shall be known as the “Yakima County Emergency Management Fund”, into which shall be deposited funds received for the account of this joint organization and from which shall be paid all proper claims. The Director of Emergency Management is empowered to authorize the payment of claims and expenses which are properly budgeted. The

participating members' contributions to the Emergency Management Fund shall be based upon a per capita charge of that portion of the Emergency Management Budget that is not reimbursed by the Federal Government through the State agency. The charges, determined by the Emergency Management Executive Board (EMEB), shall be payable by the 1st day of February of each calendar year, or made in four equal quarterly payments. The per capita charge shall be based on the latest official population estimates of the State Office of Financial Management. In the event of an emergency resulting in the necessity for the carrying out of emergency functions for the preservation and protection of lives and/or property, the cost of emergency functions above and beyond the permanent staff and facilities of the Office of Emergency Management shall be borne by the participating member or members affected by such emergency and promptly remitted to the Emergency Management Fund, provided that the Director shall obtain approval from the executive head or his designee of the affected political subdivision prior to providing the services. In any case the YVOEM Emergency Management Council cannot agree upon the proper division of cost, the matter shall be referred to the State Emergency Management Council for arbitration; its decision shall be binding.

(D) An annual budget shall be prepared by the Director and the Emergency Management Executive Board, presented to the entire Emergency Management Council which by majority vote shall recommend the budget to each political subdivisions for approval.

(E) The Office of Emergency Management may enter into contracts, accept gifts, grants or loans of money, equipment or services from any lawful source and perform functions authorized by law to be performed by emergency management organizations.

EMERGENCY MANAGEMENT ORGANIZATION

Definition:

Executive head: (cities and towns): Mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance. (RCW 38.52.010)

EMERGENCY MANAGEMENT COUNCIL (EMC)

(A) Membership. In accordance with RCW 38.52.070, the Yakima County Emergency Management Council shall consist of the County Commissioners and the executive head (actual or designated) of each participating incorporated city and town. The Chairman of the Board of County Commissioners shall act as Chairman of the EMC. The Director, ex-officio non-voting member, shall act as Vice Chairman. The Yakima County Sheriff will be a permanent ex-officio non-voting member of the EMC.

(B) Powers and Duties. The EMC shall perform duties imposed by statute upon executive heads of emergency management departments. It shall review and recommend for adoption emergency management and mutual aid plans and agreements and such resolutions and rules and regulations as are necessary to implement such plans and agreements. It shall do the

things herein provided and/or reasonably necessary to the accomplishments of the purpose hereof.

- (C) Quorum and Meetings. A majority of the members of the EMC shall constitute a quorum. Any meeting in which a budget is to be adopted or a financial obligation is to be assessed to a member thereof shall require a quorum. Members shall be considered present at the meeting if calling in through video/audio conference calling. The EMC shall meet annually to review the Emergency Management budget, organization and plans. Meeting date and time will be published by the Emergency Management Director prior to the meeting. Other meetings of the EMC shall be called by the Chairman or Vice-Chairman or by a majority of the members of the EMC. Emergency meetings may be called by any EMC member.
- (D) Proxy voting. Allow?
- (E) Division, Services and Staff. The EMC shall adopt an annual plan which prescribes divisions and services, assigns functions, duties and powers, and designates officers and employee positions as it deems appropriate. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and Washington Military Department, Emergency Management Division.

EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)

- (A) Membership. An executive board shall be formed consisting of one County Commissioner, the executive head from the member city/town with the largest population, and executive heads from three other member cities/towns to be elected at the annual meeting. The Chairman of the Board of County Commissioners shall act as Chairman of the EMEB. The Director, ex-officio non-voting member, shall act as Vice Chairman. The Yakima County Sheriff will be a permanent voting member of the EMEB.
- (B) Powers and Duties. The EMEB shall assist the director in preparation of the duties described herein.
- (C) Quorum and Meetings. The EMEB shall meet at least quarterly. A quorum of the EMEB shall be a simple majority (3) of the voting members. Members shall be considered present at the meeting if calling in through video/audio conference calling. Meeting date and time will be published by the Emergency Management Director prior to the meeting. Other meetings of the EMEB shall be called by the Chairman or Vice-Chairman or by a majority of the members of the EMEB.

DIRECTOR OF EMERGENCY MANAGEMENT, POWERS AND DUTIES

The Director shall be selected by a majority vote of the EMC. The Director of Emergency Management shall be responsible for the coordination and development of overall emergency management planning and regular training exercises. The Emergency Management Director shall report activities to the EMEB.

- (A) Subject to the direction of the EMC, the Director is hereby empowered and directed:
- (1) To provide an emergency management operating plan for Yakima County and its participating cities and towns, conforming to the state emergency management plan and program.
 - (2) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this resolution.
 - (3) To direct coordination and cooperation between divisions, services and staff of the joint emergency management jurisdiction.
 - (4) To present the emergency management organizations of these cities in dealings with public or private agencies pertaining to emergency management and disasters.
 - (5) To keep and maintain an inventory of goods, supplies and equipment of the Office of Emergency Management or in its custody including federal excess property on loan to the department with said inventory to specify the location of each item listed thereon.
- (B) In the event of a disaster, the Director shall be empowered
- (1) To coordinate matters reasonably related to the protection of life and property as affected by such disaster.
 - (2) To obtain vital supplies, equipment and such other properties found to be lacking and needed for the protection of the life and property of the people, and bind the participating members thereof and if required immediately, to commandeer the same for public use.
 - (3) To execute the special powers conferred upon the position by this agreement or by resolution adopted pursuant thereto, by powers conferred upon the position by statute, or by agreement approved by the EMC or other lawful authorities.
 - (4) To request necessary personnel or material of any county, city or town department or agency. Officers and employees of these counties, cities, and towns with those volunteer forces enrolls to aid them during a disaster, and groups, organizations and persons who may by agreement or operation of law charged with duties, incident to the protection of life and property in these counties, cities, and towns during disaster, shall constitute the emergency management organization of the counties, cities and towns.

SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

The Yakima Valley Office of Emergency Management shall provide service, equipment, and personnel to participating political subdivisions to assist them in effecting emergency operational plans and programs, to include the following:

- A. To provide an emergency management organization to coordinate operational activities and to minimize death, injury and damages for periods before, during and after a natural disaster or man-caused disaster.
- B. To coordinate local emergency management planning with the federal government, State of Washington, neighboring counties, military organizations and other support agencies.
- C. To provide for the effective utilization of resources within or from outside these jurisdictions to minimize the effects of disaster and to request assistance as needed through established emergency management channels, county to state, to federal.
- D. To recruit, register and identify personnel and to seek compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency management duty.

- E. To establish and maintain training and public information programs.
- F. To identify protection for the population against all hazards.
- G. To provide emergency disaster control and coordination through the County Emergency Management Office.
- H. To develop a system for warning the general public, and to provide for information and guidance to the general public.
- I. To provide support for search and rescue operations.
- J. To perform normal office procedures, correspondence and inventories.
- K. To provide excess property support functions to the participating agencies.

DURATION

This agreement shall remain in full force and effects from date of adoption by the Yakima County Board of Commissioners and each respective incorporated city or town within Yakima County.

WITHDRAWAL

Any participating party to this agreement shall have the right to withdraw from this agreement by giving 180 days' notice in writing to the other parties.

PROPERTY DISPOSAL UPON MEMBER WITHDRAWAL OR AGREEMENT CANCELLATION

- (A) No real property ownership or acquisition is anticipated. Property, for the purpose of this section, refers to personal property only.
- (B) Federal or state-owned properties shall be disbursed in accordance with appropriate federal or state guidelines.
- (C) Items loaned to the Office of Emergency Management by a participating member shall be returned to that member upon that member's withdrawal from this agreement, upon this agreement's cancellation or upon the expirations of this agreement.
- (D) Items owned by the Office of Emergency Management and financed through per capita quarterly billings of serving members, or through federal or state funding shall be dispensed of as follows:
 - (1) Upon agreement cancellation or expiration of the entire agreement, unspent funds shall be distributed on a current per capita basis to members.
 - (2) Upon the withdrawal of any or all cities or towns, such city or town shall be refunded any funds unspent from the preceding per capita billings. Properties owned by the Office of Emergency Management will remain with Office of Emergency Management and shall not be subject to disbursement.

Yakima County and the following incorporated towns and cities are Equal Opportunity Employers.

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Grandview

Norm Childress, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

Town of Granger

Jose Trevino, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

Town of Harrah

Barbara Harrer, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Mabton

Laura Vazquez, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Moxee

Gregory La Bree, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

Town of Naches

Paul Williams, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Selah

Sherry Raymond, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Sunnyside

James Restucci, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

Town of Tieton

Stanley Hall, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Toppenish

Clara Jimenez, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Union Gap

Roger Wentz, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Wapato

Juan Orozco, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Yakima

Kathy Coffey, Mayor

Cliff Moore, City Manager

ATTEST:

City Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

City of Zillah

Scott Carmack, Mayor

ATTEST:

Clerk

**AGREEMENT FOR YAKIMA VALLEY
OFFICE OF EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this _____ day of _____, 2018.

Board of Yakima County Commissioners

J. Rand Elliott, Chairman

Ron Anderson, Commissioner

Michael D. Leita, Commissioner

ATTEST:

Tiera L. Girard, Clerk of the Board