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SECTION 2. Prior acts to provide continuing essential services that are not inconsistent with this agreement are hereby ratified and confirmed.

Ordinance 13941 was introduced on 9/5/00 and passed by the Metropolitan King County Council on 9/18/00, by the following vote:

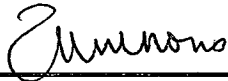
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons  
No: 0  
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



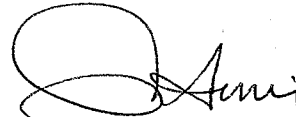
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21 day of September, 2000



Ron Sims, County Executive

**Attachments**      A. Interlocal Agreement for Joint Participation in Project Impact Disaster Mitigation Program Between King County and Pierce County, Washington

INTERLOCAL AGREEMENT FOR JOINT PARTICIPATION  
IN PROJECT IMPACT DISASTER MITIGATION PROGRAM  
BETWEEN KING COUNTY AND PIERCE COUNTY, WASHINGTON

**13941**

1. Parties

The parties to this Interlocal Agreement are the County of Pierce, (hereinafter “Pierce County”), and the County of King (hereinafter “King County”), a charter county. Acting jointly pursuant to RCW 39.34. both King County and Pierce County are authorized to contract with the other to provide services. King County and Pierce County operate emergency management programs to promote disaster mitigation, emergency preparedness, disaster response and recovery among their communities. To promote their mutual interests in disaster mitigation and in “Creating Disaster Resistant Communities”, King County and Pierce County hereby enter into this Interlocal Cooperation Agreement.

2. Statement of Policy

The Federal Emergency Management Agency (FEMA) is carrying out a Project Impact (“Creating Disaster Resistant Communities”) initiative in order to bring greater emphasis and improved focus to pre-disaster activities that communities can take to reduce their vulnerability to disaster losses. Both Pierce County and King County have been selected to participate under this initiative. The two Counties have agreed to combine their respective grant efforts in order to regionalize the positive effects of Project Impact. As with other Project Impact communities, FEMA will facilitate the partnership process, support specific mitigation projects and actions, and bring attention to the consequent successes and lessons learned throughout the program.

The Pierce County Department of Emergency Management and the King County Office of Emergency Management have agreed that their joint participation in Project Impact will be on a regional basis, developing, implementing, and managing joint programs and initiatives to reduce and mitigate the effects of disasters in the two counties under the sponsorship of FEMA and Project Impact. Both Pierce County and King County agree to provide resources to other governmental entities requesting assistance in the event of a disaster or emergency. The Project Impact initiative relies on the development of a mitigation partnership agreement. This interlocal agreement affirms that partnership.

### 3. Description and Scope of Project

A. Purpose: Pierce County and King County agree to promote disaster mitigation on a regional basis by merging their individual grant resources in recognition of their shared interests and the ability to use their funds more cost effectively. FEMA encourages grantees to seek out other partners with shared mitigation goals, in order to broaden the reach of the program and create a culture of mitigation, reduce loss and suffering, and minimize the costs of disaster recovery.

B. Goals, Objectives and Benefits: With the participation of a group of business and community leaders, Pierce County and King County have developed four high priority initiatives in disaster mitigation, which will be promoted with the use of FEMA Project Impact funds and partnerships with public and private sector organizations and individuals. These are:

#### 1. Transportation Corridor Project:

The purpose of this project is to ensure, to the maximum degree possible, the viability of the Region after a major disaster event including earthquake, landslide, lahars (mudflows)

generated by Mt. Rainier, and hazardous materials incident by assuring a functioning transportation corridor between the two markets.

This element will help assure the survival of critical post-disaster road and rail transportation routes, and the restoration of key economic routes to accelerate the recovery of the two major Western Washington centers of trade and commerce. King and Pierce Counties together contain more than forty percent of the population of the State of Washington and fuel the economic engines of the two major urban centers, and the State of Washington. In this element, the partners will assess the hazards relevant to the corridor, create a hazard assessment group, develop maps of natural hazards, normal routes and alternative, or contingency, routes, identify specific bridges and roadway segments necessary to maintain connectivity and finally, offer a schedule for completion of the plan and how funds can be secured. Project Impact funds may be used in pilot, or demonstration, projects along the corridor.

## 2. Small Business Mitigation Project:

The purpose of this element is to increase small business survivability following a disaster by providing education and means to retrofit business sites and mitigate business operations. Small businesses have a very high mortality rate following a disaster. Most large companies are dependent upon small businesses for frequent provision of goods and services to them and to their employees. Larger companies are seeing the virtues of mitigating their own facilities, and beginning to look to their suppliers to encourage mitigation among them. In this way, big business is prepared to mentor small business in disaster mitigation. Opportunities also exist to involve university schools of business and management, using students to conduct business surveys and promote mitigation as a cost-effective measure. Completion of this

element will involve selection of pilot community partners, university partners, development of mitigation education program and business mentoring, and mitigation follow-up.

### 3. Computer Seismic Tie Downs

The purpose of this element is to equip personal computers with earthquake mitigation devices such as tie downs or earthquake mats.

In this element, King and Pierce Counties will enlist the aid of regional media to develop an advertising campaign and select corporate partners from the home improvement materials or computer hardware groups. Schools will be asked to join in an effort to have school children “take home the message”, as well as a tie down or earthquake mat. It is the hope that this simple message, repeated frequently, will spur businesses and home computer owners to take precautionary action that may extend to other mitigation measures in the business or home.

### 4. Import of Project Impact Seattle Products

#### A. Seismic Home Retrofit

The purpose of this initiative is to make it as easy as possible to retrofit older county homes against earthquake hazards by enhancing availability of financing, providing increased technical assistance and facilitating simpler permitting of retrofits.

This element will import the program from Seattle to other homes in the region, at the point that Seattle is prepared to export its program. King and Pierce Counties will convene representatives of local governments in the county and ask Seattle to present the program to those interested, working also with lenders and others to successfully export this project to the region.

Building officials of the counties and other key cities in King and Pierce counties will convene to develop expedited permitting processes and simplified plans to use among themselves and disseminate to other jurisdictions, thereby accelerating the home retrofit process.

B. School Nonstructural Hazard Reduction

This initiative proposes to eliminate nonstructural hazards in schools, securing mechanical and plumbing systems, natural gas equipment, chemicals in science labs, and other equipment.

This element will import the program currently being developed in the region, including a hazard identification manual and nonstructural mitigation elements. Partners will include the many school districts in King and Pierce counties.

4. Pierce County's Responsibilities

Pierce County agrees to:

A. Act as the administrator of the grant funds, under the joint application submitted December 17, 1998 by Pierce County and King County to FEMA. In this capacity, Pierce County will receive and disburse funds, execute and administer contracts approved by the Steering Committee in pursuit of Project Impact goals maintain records and complete applicable reporting requirements for the projects identified in the joint grant application dated December 7, 1998, as authorized in FEMA Form 76-10A (the "Grant Award"), dated December 30, 1998.

B. Employ staff and consultants and provide office space and equipment to support Project Impact

C. Perform these duties under the direction of a Steering Committee, comprised of the Director of the Department of Emergency Management for Pierce County and the Manager of the Office of Emergency Management of King County. Staff liaison appointed by FEMA shall be an

ex-officio member of this Steering Committee, which shall meet on a mutually determined schedule to direct the projects.

5. King County's Responsibilities

King County agrees that the Manager of the Office of Emergency Management shall serve as a member of the Steering Committee and actively participate in the direction of the projects identified in the joint grant application dated December 7, 1998, as authorized in FEMA Form 76-10A (the "Grant Award"), dated December 30, 1998.

6. Program Administration

Pierce County's project manager is the Director of the Department of Emergency Management. King County's project manager is the Manager of the Office of Emergency Management. The project managers will identify assistants who will have decision-making authority to act for the respective counties during holidays, extended absences, or in the event that the project manager cannot be reached during an emergency. No separate legal entity is formed as a result of this Interlocal Agreement. No property shall be purchased jointly by the parties.

7. Funding

This Interlocal Agreement, and the activities described herein, are funded entirely by FEMA Region X Grant No.17A-2340-9102 and/or donated goods, services or in kind contributions from other federal, state and local public agencies or private businesses. No King County or Pierce county funds shall be directly used for carrying out the requirements of this agreement. The parties agree that indirect costs shall be borne by each party individually.

8. Hold Harmless

A. Pierce County and King County shall ensure that its employees, agents, contractors, and subcontractors comply with all federal, state and local laws, regulations and ordinance applicable to the activities covered under this Agreement.

B. To the extent of their respective liability, Pierce County and King County shall indemnify, defend and hold each other harmless, including their officials, employees and agents, from and against any and all liabilities, penalties, fines, demands, claims, causes of action, suits and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, or pay out as a result of injuries to persons or property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule or regulation of any governmental Agency with jurisdiction, caused by or arising from, Pierce County's and King County's participation in this project.

9. Evidence of Insurance

Each party shall provide the other with evidence of its liability coverage for its obligations pursuant to this Agreement.

10. Contract Term

This Agreement shall be in effect upon the execution by both King County and Pierce County through November 8, 2000, or ninety (90) days after the final performance report has been submitted to the grantor, FEMA, whichever is later. This agreement may be extended or terminated by mutual agreement of the parties upon thirty (30) days written notice.



11. Notices

All notices given under the Agreement shall be deemed properly served if delivered in writing personally or within five (5) days of mailing by certified mail to the following:

For King County	For Pierce County
Eric E. Holdeman, CEM, Manager	Steve Bailey, Director
Office of Emergency Management	Department of Emergency Management
7300 Perimeter Road South	901 Tacoma Avenue South
Room 128	Suite 300
Seattle, WA 98108-3848	Tacoma, WA 98402-2101

12. Force Majeure

The performance of this Agreement may be suspended and the obligations hereunder excused in the event the performance by either party is prevented by cause or causes beyond the control of either party such as: acts of God, acts of war, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw material, any prohibition invoked by judicial order, rule or regulation, including the cancellation, suspension of any permit, license or other authorization necessary for the operations and activities contemplated by this Agreement, national defense requirements, or labor strike, lockout or injunction. In the event either party ceases to be excused pursuant to this provision and fails to perform its obligations under this Agreement, then either party shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination or default.

12. Amendments and Assignments

Pierce County and King County will approve amendments to this Agreement in writing.

Performance of this Agreement cannot be assigned to any other jurisdiction without written approval from both parties.

### 13. Dispute Resolution

It is the expectation of both parties that conflicts will be anticipated and resolved between the project managers. In the event the parties cannot resolve a dispute, the parties will submit the issue to an independent mediator and/or arbitrator in Pierce County. The parties shall select one mediator. For arbitration, each party shall select one arbitrator and the parties shall mutually select a third to provide a three person arbitration panel. Any unresolved legal actions shall be filed in King County Superior Court.

### 14. Nondiscrimination

Each party shall comply with its own ordinances regarding non-discrimination; provided, however, that no specific levels of utilization of minorities and women in the workforce of either party shall be required, and both parties are not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

Each party assures that it complies with all federal and state equal employment opportunity laws, and that it will not discriminate in the selection, hiring, promoting, managing, or training of workers, or in its conduct toward those workers. Each party will not tolerate

harassment or abuse of workers because of differences in creed, race, religion, color, sex, sexual orientation, age, national origins or the present of any sensory, mental or physical disability.

15. Governing Law

This Agreement is entered into in accordance with the Interlocal Cooperation Act of the State of Washington, RCW 49.60. If any provisions are found to be in conflict, then this document will be modified accordingly to comply with all provisions hereunder.

16. Ratification of Prior Unauthorized Acts.

In order to provide continuing essential services towards the ongoing operations of various King County departments, and consultant services were performed on behalf of the County prior to execution of contracts to carry out the work of this Interlocal Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2000.

King County

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form only:

  
Deputy Prosecuting Attorney 8/11/2000

Pierce County

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 19, 2000**

**Ordinance 13942**

**Proposed No. 2000-0515.2**

**Sponsors Phillips**

1 AN ORDINANCE modifying the terms of an interlocal  
2 agreement between King County and the King  
3 Conservation District, dated November 15, 1993, and  
4 approved under Ordinance 10981.  
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7 **STATEMENT OF FACTS:**

8 1. The King Conservation District is a governmental subdivision of the  
9 state of Washington, organized under chapter 89.08 RCW to protect and  
10 conserve natural resources throughout King County.

11 2. On August 16, 1993, the King County council adopted Ordinance  
12 10981, which authorized a special assessment for the King Conservation  
13 District of \$1.25 per parcel on all nonexempt properties within the district  
14 in 1994 and 1995 and approved an agreement between King County and  
15 the King Conservation District governing the use and authorization of the  
16 special assessment for the district.