

October 17, 1988  
1726C/LN/DE/rr

INTRODUCED BY: Lois North

PROPOSED NO.: 88-641

MOTION NO. 7341

A MOTION authorizing the county executive to execute a contract under the Interlocal Cooperation Act, Revised Code of Washington Chapter 39.34.

WHEREAS, King County, State of Washington, discharges its responsibility to furnish emergency management assistance to its citizens by its department of public safety ("the department") under the authority of the county executive, and

WHEREAS, the Department of Community Development ("community development") is a part of the State of Washington, and administers and allocates federal funds to reimburse counties for the performance of certain emergency management assistance tasks, and

WHEREAS, community development has revised its former procedures for providing such reimbursement to now require the execution of a contract document as a vehicle therefor, and

WHEREAS, the execution of such contract documents requires the use of procedures under the Interlocal Cooperation Act, Chapter 39.34 RCW;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

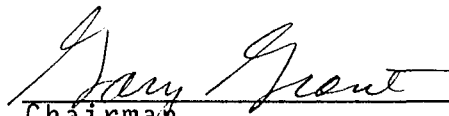
A. The county executive is hereby authorized to contract with the State of Washington Department of Community Development for reimbursement to King County for certain emergency management assistance services.

B. The executive is requested to report to the council by letter on a quarterly basis on the county's progress of developing the hazardous material element of a Emergency Operations Plan.

1 The executive is further requested to present the hazardous  
2 materials element for council review and approval prior to  
3 transmittal to the Washington State Department of Community  
4 Development.

5 PASSED this 24th day of October, 1988.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 Chairman

10 ATTEST:

11  
12   
13 Clerk of the Council

**EMERGENCY MANAGEMENT ASSISTANCE (EMA) CONTRACT**

This contract, entered into by King County, hereinafter referred to as the CONTRACTOR, and the Department of Community Development, hereinafter referred to as the DEPARTMENT, witnesses that:

WHEREAS the Federal Government provides contributions to the Federal Emergency Management Agency (FEMA) for the Emergency Management Assistance (EMA) programs for the state of Washington and local jurisdictions not to exceed one-half of eligible necessary and essential expenses for emergency management personnel salaries, benefits, travel, office supplies and administrative equipment, rent and maintenance of office space, utilities, and insurance; and

WHEREAS the objective of the Emergency Management Assistance Program is to increase the operational capability for emergency management at both the state and local levels of government, including the development and maintenance of a trained, experienced staff of full-time emergency management professional personnel.

The DEPARTMENT desires to engage the CONTRACTOR to perform certain tasks as hereinafter agreed upon by both parties.

NOW THEREFORE, in consideration of covenants, conditions, performance and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

The total funds to be reimbursed to the CONTRACTOR for the contract period shall not exceed \$80,911.

2. SERVICE PROVISIONS

A. The CONTRACTOR shall use the funds to provide three core activities:

1. Development of a single multihazard emergency operations plan (EOP). The plan must be approved by the local chief executive or other authorized official and be accepted by the Department of Community Development as being consistent with the state Comprehensive Emergency Management Plan.

a. The plan shall be consistent with the requirements of WAC 118-30-060, be based on a hazard vulnerability analysis and include as

a minimum, a basic document with the following elements:

1. Mission or purpose
2. Organization and responsibilities
3. Concept of operations
4. Administration and logistics
5. Direction and control

b. The plan will also include a functional description of how each of the following operational components will be addressed:

1. Direction, control and administration
2. Continuity of government
3. Emergency resource management
4. Warning
5. Emergency public information
6. Response and recovery operation reports
7. Movement (evacuation)
8. Shelter
9. Human resources (manpower)
10. Mass care and individual assistance
11. Medical, health and mortuary
12. Communication
13. Food
14. Transportation
15. Radiological and technological protection
16. Law enforcement
17. Fire protection
18. Emergency engineering services
19. Search and rescue
20. Military support
21. Religious and volunteer agency affairs
22. Emergency administrative procedures
23. Emergency fiscal procedures and records
24. Training and education
25. Energy and utilities
26. Special subjects

2. Exercise the EOP in order to validate their emergency preparedness and response capabilities. During a five year period the county will have one Full Scale Exercise (FSE) which incorporates activation of the EOC and field operations of several functions. One Functional Exercise (FE) will be conducted in each of the four remaining years. The 5-year Exercise Plan will be included in the annual statement of work. The exercise program will be consistent with the requirements of CPG 1-3, CCA General Program Guidelines, Chapter 13.

3. Maintain the Hazard Identification Capability Assessment, and Multi-Year Development Plan (HICA/MYDP) in accordance with CPG 1-35, Integrated Emergency Management System, Hazard Identification, Capability Assessment, and Multi-Year Development Plan for Local Governments, Workbook. The HICA/MYDP will be maintained to provide the status of emergency preparedness and the impact of FEMA funds on local operations and to allow the county a logical sequence for identifying hazards, assessing capabilities, setting priorities, and scheduling activities to improve capabilities over a period of time.

3. CONTRACT PERIOD

The effective date of this contract shall be October 1, 1987 which is the beginning date of the Federal Fiscal Year (FFY). The termination date of this contract shall be September 30, 1988 which is the ending date of the Federal Fiscal Year (FFY).

4. REIMBURSEMENT PERIOD

The CONTRACTOR shall mail a Washington State Invoice Voucher to the DEPARTMENT monthly or quarterly at the CONTRACTOR's option, indicating the accomplishments of their work activities included in Attachment A, Program Paper, rendered the preceding month or quarter. Within twenty (20) days after receiving the voucher, the DEPARTMENT shall remit to the CONTRACTOR a warrant covering the cost of the prior agreed upon activities. The final voucher must be submitted prior to November 15, 1988. No payment shall be made until the DEPARTMENT receives and accepts the voucher.

5. RECAPTURE PROVISION

In the event that the CONTRACTOR fails to expend EMA funds in accordance with state law, CPG 1-38, Comprehensive Cooperative Agreement Policies and Procedures Guide; and/or the provisions of this contract, the DEPARTMENT reserves the right to recapture EMA funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three years following contract termination. Repayment by the CONTRACTOR of EMA funds under this recapture provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its cost thereof, including reasonable attorney's fee.

6. EVALUATION AND MONITORING

- a. The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this contract.
- b. The DEPARTMENT or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all the CONTRACTOR'S records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for three years from the date final payment is made hereunder.

7. EMPLOYMENT PROVISION

There shall be no discrimination against any employee who is paid by the funds indicated in the contract or against any applicant for such employment because of race, religion, color, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

8. CONTRACT MODIFICATION

The DEPARTMENT and the CONTRACTOR may, from time to time, request changes in service to be performed with the funds. Any such changes that are mutually agreed upon by the DEPARTMENT and the CONTRACTOR shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

9. TERMINATION OF CONTRACT

- a. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract or if the CONTRACTOR shall violate any of its covenants, agreements or stipulations of this contract, the DEPARTMENT shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is

not corrected within twenty (20) days after submitting written notice to the CONTRACTOR describing such default or violation.

- b. Notwithstanding any provision of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c. Reimbursement for CONTRACTOR services performed, and not otherwise paid for by the DEPARTMENT prior to the effective date of such terminations, shall be as the DEPARTMENT reasonably determines.

10. SPECIAL PROVISION

The DEPARTMENT's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this contract.

11. HOLD HARMLESS

The CONTRACTOR agrees to defend, hold harmless and indemnify the state of Washington and the DEPARTMENT, their officers, agents, employees, and assigns, against any and all damages or claims from damages resulting or allegedly resulting from the CONTRACTOR's performance or activities hereunder.

12. GOVERNING LAW AND VENUE

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

13. SEVERABILITY

In the event any term or condition of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this contract are declared severable.

14. REDISTRIBUTION OF EMA FUNDS

In the event there are EMA funds to be redistributed among or reduced to the local jurisdictions, the criteria for doing such will be established by the DEPARTMENT. If FEMA at any time reduces funds to the DEPARTMENT then the DEPARTMENT reserves the right to reduce the CONTRACTOR's funds accordingly.

15. CONTRACT ADMINISTRATION

- a. CONTRACTOR's representative shall be a member of the county Department of Emergency Management/Services.
- b. DEPARTMENT's representative shall be the Coordinator, Grants/Contracts Management of the Division of Emergency Management.

IN WITNESS WHEREOF, the DEPARTMENT and CONTRACTOR have executed this contract as of the date and year written below:

\_\_\_\_\_  
 Assistant Director for  
 Administrative Services  
 Department of Community  
 Development

\_\_\_\_\_  
 King County Executive

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

APPROVED AS TO FORM:

\_\_\_\_\_  
 Assistant Attorney General

\_\_\_\_\_  
 Date

RECOMMENDED FOR SIGNATURE:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Sheriff-Director

\_\_\_\_\_  
 Deputy Prosecuting Attorney