

May 28, 1992
DE/pb earth.mot

Introduced by: Kent Pullen

Proposed No.: 92-301

MOTION NO. 8668

A MOTION authorizing the county executive to execute a contract with the Washington State Department of Community Development for the county, Seattle and Pierce County to administer federal funds for earthquake relief training and equipment under the Interlocal Cooperation Act.

WHEREAS, the Federal Emergency Management Agency (FEMA) is channeling funds through states to local jurisdictions to develop Urban Search and Rescue Teams (USR) to respond to disasters such as earthquakes, and

WHEREAS King County, Pierce County and the City of Seattle have applied for and have been granted funds to build this capability in the Puget Sound area, and

WHEREAS it is necessary for King County to administer this plan because it already receives Emergency Management Assistance (EMA) funds, and a contract with the state as conduit for these funds is necessary, and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, requires county council approval for such a contract;

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

The county executive is hereby authorized to execute the basic contract with the State of Washington Department of community Development, substantially in the form attached dated May 27, 1992.

PASSED this 1st day of June, 1992

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Linger
Chair

ATTEST:

Gerald A. Peter

CONTRACT BETWEEN
THE DEPARTMENT OF COMMUNITY DEVELOPMENT
AND
KING COUNTY

Contract Number: 1-92-626-1

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:

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, performances, 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 be a sum not to exceed \$33,334. Funding is provided by the Federal Emergency Management Agency (FEMA) under award EMS-91-K-0239 (award) to the DEPARTMENT.

2. SERVICE PROVISIONS

a) The CONTRACTOR shall use the funds solely for the purchase of tools and equipment as defined by FEMA and meeting FEMA requirements for an Urban Search and Rescue (US&R) Response System Task Force Cache (Cache).

b) According to the terms of the award, "Only equipment listed in the US&R Response System Description Manual and not already owned by the Task Force is eligible for purchase".

c) The CONTRACTOR shall work as a team with City of Seattle and Pierce County to identify, select and purchase search and rescue equipment which will best serve their collective interests and conform to the terms of this contract.

3. CONTRACT PERIOD

The effective date of this contract shall be the date the parties sign and complete the execution of this contract. The termination date of this contract shall be September 30, 1992.

4. REIMBURSEMENT PROVISIONS AND REPORTING REQUIREMENTS

The CONTRACTOR shall mail a Washington State Invoice Voucher to the DEPARTMENT quarterly, indicating cache purchases the preceding quarter. A list detailing cache purchases and a brief narrative statement of activities shall accompany the voucher.

Within twenty (20) days after receiving the voucher, the DEPARTMENT shall remit to the CONTRACTOR a warrant covering the cost of the agreed upon purchases. The final voucher shall be submitted to the DEPARTMENT prior to October 16, 1992.

5. RECAPTURE PROVISIONS

In the event that the CONTRACTOR fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the DEPARTMENT reserves the right to recapture state 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 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 costs thereof, including reasonable attorney's fees.

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 or 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 of 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. NONDISCRIMINATION 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, color, religion, handicap, marital status, political affiliation, 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 MODIFICATIONS

The DEPARTMENT and the CONTRACTOR may, from time to time,

request changes in services 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 provisions 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 termination, shall be as the DEPARTMENT reasonably determines.

d) The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

10. CONTRACTOR NOT EMPLOYEE OF AGENCY

The CONTRACTOR, his/her employees or agents performing under this contract are not deemed to be employees of the DEPARTMENT nor as agents of the DEPARTMENT in any manner whatsoever. The CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the state of Washington by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the state of Washington.

11. RECORDS, DOCUMENTS, AND REPORTS

The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

These records shall be subject at all reasonable times to inspection, review, or audit by DEPARTMENT personnel and other personnel duly authorized by the DEPARTMENT or the Office of the State Auditor. The CONTRACTOR will retain all books, records, documents, and other material relevant to this contract for three years after expiration and the Office of the State Auditor, or any persons duly authorized by the DEPARTMENT shall have full access to and the right to examine any of said materials during said period.

12. TRAVEL AND SUBSISTENCE REIMBURSEMENT

In the absence of provisions included herein, travel expenses shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended.

13. 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.

14. HOLD HARMLESS

The CONTRACTOR agrees to defend, 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.

15. 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.

16. 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.

17. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise,

regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

18. CONTRACT ADMINISTRATION

- a) CONTRACTOR'S representative shall be Lavon McCord.
- b) DEPARTMENT'S representative shall be Max Messman.

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

Tim Arnold, Assistant Director
Department of Community
Development

Tim Hill
King County Executive

DATE: _____

DATE: _____
Office of Emergency Management
King County Courthouse, EA 46
Seattle, Wa 98104-2312

(206) 783-8126

APPROVED AS TO FORM:
Mervin V...

Assistant Attorney General

Tax ID Number: 91-600-1327
CFDA # 83.521

DATE: 2/3/92

Deputy Prosecuting Attorney

DATE: _____

RECOMMENDED FOR SIGNATURE

Sheriff-Director

DATE: _____