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SEP 19 2003
CITY OF DUVALL

AGREEMENT

Between

KING COUNTY and the CITY OF DUVALL

This Agreement is executed between King County ("County"), a political subdivision of the State of Washington, and the City of Duvall ("City"), a municipal corporation of the State of Washington, collectively referred to as "Party" or "Parties".

PREAMBLE

Emergency Management Plans establish a process and describe the activities for the delivery of assistance to address the consequences of disasters and emergencies. These plans describe the array of mitigation, preparedness, response, and recovery activities necessary to save lives and to protect health, safety, environment, and the economy.

Chapter 38.52.070 (1) RCW states that "Each political subdivision of this state is hereby authorized and directed to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program: PROVIDED, That a political subdivision proposing such establishment shall submit its plan and program for emergency management to the state director and secure his or her recommendations thereon, and verification of consistency with the state comprehensive emergency management plan, in order that the plan of the local organization for emergency management may be coordinated with the plan and program of the state." The Washington State Emergency Management Division (WAEMD) reviews city and county Emergency Management Plans for consistency with the Washington State Comprehensive Emergency Management Plan (CEMP) based on Chapter 38.52.070 RCW.

This Agreement is funded from a pass through grant from the Department of Homeland Security, Office of Domestic Preparedness through WAEMD to Region 6 (King County) as FFY02 Supplemental Grant Number E03-201 to assist King County cities and tribes for developing or updating their Emergency Management and Operations Plans (EOPs) to include a terrorism/Weapons of Mass Destruction element.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County to assist with developing and/or updating their Emergency management and Operations Plans (EOPs) to include a Terrorism/Weapons of Mass Destruction Annex as outlined in the scope of work and budget attached as Exhibit A.

These EOPs must:

- Enhance the regional response capabilities;
- Develop or update city or tribal Emergency Management and Operations Plans (EOPs) that address all-hazard planning; and
- Must include responses to terrorism and weapons of mass destruction.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used as outlined in Section III, *Eligible Activities & Allowable Expenses* and in the scope of work in Exhibit A. The total amount of funds available from this grant shall not exceed \$ 13,050.00. There are no cost-share or match requirements associated with this funding. It is 100 percent federally funded. This is a reimbursement grant. Supporting documentation is required for reimbursement of expenses related to developing/updating the City's Plan and must include a terrorism annex as per Section III, *Eligible Activities & Allowable Expenses*. This grant is only for plan development and does not reimburse for training and/or exercise.
2. During the grant program, the City will submit a mid-term progress report by October 1, 2003 to the County in a form approved by the County. These reports will include:
 - a) a description of each activity accomplished pertaining to the scope of work; and
 - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.
3. The City shall submit a final report and invoice to the County that summarizes the work completed under the grant program according to the scope of work. The final report and invoice are due no later than November 17, 2003 unless amended as described in Section VII, *Amendments*.
4. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
5. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
7. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the

State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

8. The City agrees to submit a final draft or final Emergency Plan with a Terrorism/Weapons of Mass Destruction annex to the King County Office of Emergency Management and a copy sent to Washington Emergency Management Division. The City is encouraged to use both sides of paper sheets for copying and printing and use recycled/recyclable products wherever practical.

B. The County:

1. Payment is contingent upon submittal of a final draft or final Emergency Plan with a Terrorism/Weapons of Mass Destruction annex delivered to the King County Office of Emergency Management and a copy sent to Washington Emergency Management Division.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request that have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which do not meet the criteria in Section III, *Eligible Activities & Allowable Expenses* and/or are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section VII, *Amendments* of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with Section III, *Eligible Activities & Allowable Expenses* and/or the scope of work and budget attached as Exhibit A.
3. The grant program shall be administered by the King County Office of Emergency Management.

III. ELIGIBLE ACTIVITIES & ALLOWABLE EXPENSES

The City will receive reimbursement upon completion and submittal of development costs for the City's Emergency Management and Operations Plan, ensuring the Plan addresses all-hazards and must include a Terrorism and Weapons of Mass Destruction Annex.

The following budgetary rules apply to this contract:

ALLOWABLE EXPENSES DIRECTLY INCURRED FOR ACTIVITIES APPROVED IN THE CONTRACT STATEMENT OF WORK AND BUDGET:

- City, (or consultant for City) salaries & benefits for plan development and update (not for payment of overtime);
- Printing and reproduction costs;
- Mail and postage costs;
- Equipment rental;
- Supplies and training materials;
- Hiring contractors or consultants to perform work eligible under the grant; and
- Per Diem and travel expenses.

NON-ALLOWABLE EXPENSES:

- Overtime pay
- Training, unless directly related to the EOP Planning Process.
- Training Exercises
- Purchase of equipment;
- To replace or supplant local government funding of existing planning, training, or exercise programs.

Grant funds shall be used to supplement and shall not supplant local funds dedicated to these efforts. The City may be requested to support maintenance of efforts through documentation supporting three previous years budgets dedicated to these efforts. The City shall provide information pertaining to duplication of programs and identification of any other funding sources that may be used in conjunction with these funds.

IV. PROTECTION OF SENSITIVE INFORMATION/FOIA/PUBLIC DISCLOSURE

To prevent any inadvertent release of information provided to King County, WAEMD, FEMA, or other government agency, it is incumbent upon the City to advise these agencies of the information's sensitive nature at the time the information is provided. The City should place restrictive or warning legends on its information to draw attention to its view that the information is sensitive and should be protected from disclosure. A notice might read as follows:

NOTICE: THIS DOCUMENT CONTAINS CONFIDENTIAL, PRIVILEGED, OR OTHERWISE SENSITIVE INFORMATION THAT MAY BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT OR THE STATE OF WASHINGTON PUBLIC DISCLOSURE LAW, RCW 42.17.

A third party (such as a member of the general public or the media) may, pursuant to the Freedom of Information Act (FOIA) or the public disclosure laws, request documents or records held by an agency, such as King County, Washington State or FEMA. If information submitted to an agency is determined to be exempt from disclosure under the FOIA or public disclosure laws, the agency may refuse to disclose such information under RCW 42.17.310.

V. DURATION OF AGREEMENT

This Agreement shall become effective upon signature and shall terminate on February 1, 2004. Since this is a sixty-day extension from the original proposal date, the City may submit a revised schedule to the County.

VI. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section V, *Duration of Agreement*, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.2. and Section II.A.3

- C. If the Agreement is terminated as provided above in section B, the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

VII. AMENDMENTS

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with Section III, *Eligible Activities & Allowable Expenses*. Up to ten percent of the total of total award amount may be shifted between approved budget object codes as contained in Exhibit A. For amounts over 10%, the City must submit a written budget revision for approval. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the grant requirements.

VIII. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

IX. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

X. TIME IS OF THE ESSENCE/RATIFICATION OF PRIOR ACTS

The County and City recognize that time is of the essence in the performance of this Agreement. In order to provide the City with needed time to complete the scope and schedule identified in Exhibit A, eligible expenses incurred from the notice of successful applicant on July 23, 2003 to the signing of the contract will be recognized.

XI. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XII. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Office of Emergency Management and the City at the addresses provided below:

If to the County:

Kathryn Howard, Project Manager, or a provided designee
King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056
Telephone: (206) 296-8749 or (206) 205-4061
Facsimile: (206) 296-3838 or (206) 205-4056
E-mail: Kathryn.Howard@metrokc.gov

If to the City:

Doreen J. Wise
City Hall Administrator/Planning Director
City of Duvall
PO Box 1300, Duvall WA 98019
Telephone: (425) 788-1156
Facsimile: (425) 788-8097
E-mail: doreen.wise@cityofduvall.com

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

City

King County

Accepted for King County Executive



(Title) Mayor

BY 

King County Administrative Officer

8/13/03

Date

9-10-03

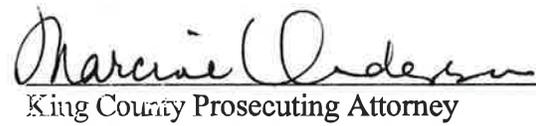
Date

Approved as to form:

Approved as to form:



City Attorney



King County Prosecuting Attorney

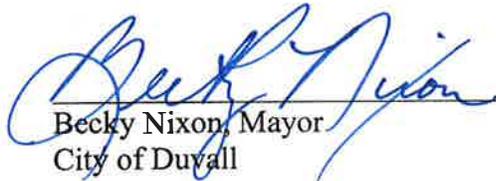
9/25/03

Date

9/8/03

Date

- A. Name of City/Tribe:** City of Duvall
- B. Mailing Address:** City of Duvall
PO Box 1300, Duvall WA 98019
- C. Contact Person:**
Doreen J. Wise
City Hall Administrator/Planning Director
Telephone: (425) 788-1156
Facsimile: (425) 788-8097
E-mail: doreen.wise@cityofduvall.com
- D. Title of Project:** City of Duvall Emergency Operations Plan Development
- E. Contract Information:**
Taxpayer Identification Number: 91-6017700
Name and Signature Block of Person(s) Authorized to Sign contract


Becky Nixon, Mayor
City of Duvall

F. Statement of Work:

1. Review other cities Emergency Operations Plan. Choose template for Duvall Plan
Have Kick Off Meeting with police, fire, public works, and administration
*Staff: Doreen J. Wise Participants in kick off meeting: Glenn Merryman, Police Chief;
John Lambert, Fire Chief; Steve Schuller, Director of Public Works/City Engineer;
Doreen Wise, City Hall Administrator/Planning Director; Becky Nixon, Mayor; Dianne
Nelson, Finance Director; Jodee Schwinn, City Clerk*
*Deliverable: Consensus of How to Move Forward on Emergency Operations Plan
Preparation*
Timeline: Week of July 21st
2. Prepare Hazards Inventory Vulnerability Analysis (HIVA)
Staff: John Labadie, Consultant
Deliverable: HIVA in accordance with state law
Timeline: Deliverable by August 15th
3. Draft Basic Plan in Accordance with state law. Route Basic Plan to other participants for
review. *Staff: Doreen J. Wise; Jodi Wycoff, Jodee Schwinn*
Deliverable: Basic Plan
Timeline: August 2nd-12th
4. Have meeting/get input on Basic Plan with other participants. *Staff: Doreen J. Wise*
Timeline: Week of August 1st-18th
5. Draft Appendix 1, Direction and Control; Appendix 2, Public Information; Appendix 3,
References; Appendix 4, Definitions and Acronyms; Appendix 5, Administration and
Finance; Appendix 6, Training. *Staff: Doreen J. Wise, Jodi Wycoff, Jodee Schwinn,
Dianne Nelson*
Deliverable: Appendices 1-6
Timeline: August & September
6. Have public meeting on Emergency Operations Plan
Timeline: August 1st-28th - Tentative
7. Have meeting/get input on appendices with other participants, invite Riverview School
District.
Timeline: Week of October 13th -Tentative
8. Draft Emergency Support Functions in accordance with state law. *Staff: Doreen J. Wise,
Jodi Wycoff, Steve Schuller, John Lambert, Glenn Merryman, Dianne Nelson, Jodee
Schwinn*
Deliverable: Draft ESFs
Timeline: ~~September & October~~ November 10th
9. If necessary, hire consultant to assist with Terrorism Incident Plan, Annex A.
Deliverable: Draft Terrorism Incident Plan
Timeline: ~~September & October~~ & November
10. Have public meeting on Emergency Operations Plan.
Timeline: ~~October 1st-15th~~ November 25th - Tentative
11. Finalize plan. Schedule for ~~December~~/January/February 2004 public hearing and approval.
Deliverable: Final Draft Plan
Timeline: ~~November 15th~~ February 1, 2004

G. Project Timeline:

(Projects must be completed and delivered prior to ~~December 1, 2003~~. February 1, 2004)

Wk of July 21	Hold Kick Off meeting with Duvall EOP participants: Consensus on Moving Forward on EOP
August 15	HIVA submitted to Duvall from consultant
August 12	Draft of Basic Plan complete and routed to other participants for review
August 18	Meeting with other participants regarding Basic Plan
August 28 – tentative	Public meeting on Emergency Operations Plan
September 26	Drafts of Appendices 1-6 complete and routed to other participants for review
October /Nov.	If necessary, hire consultant to assist with terrorism annex
October 13	Meeting with other participants regarding Appendices 1-6
October 20 Nov. 10	Draft ESFs complete and routed to other participants for review
October 23 Nov. 25 – tentative	Public Meeting on Emergency Operations Plan
November 15 February 1	Final Draft Emergency Operations Plan complete and routed to other participants and City Council for review. <i>Deliver to King County and WAEMD.</i>
December & January & February	Public hearing(s) and approval by City Council

H. Budget:

ITEM DESCRIPTION	COST
SALARIES & BENEFITS (Not for payment of overtime)	\$6,000
FACILITY RENTAL	
EQUIPMENT RENTAL	
TRAVEL AND PER DIEM	
GOODS AND SERVICES	
SUPPLIES AND MATERIALS	\$300
MAIL AND POSTAGE	
PRINTING AND REPRODUCTION	\$500
CONSULTANT FEES	\$6,250
OTHER COSTS (Please specify.)	
TOTAL NOT TO EXCEED PROJECT COST OR AWARD AMOUNT	\$13,050

- 10% of total award amount may be shifted between approved budget object codes. For amounts over 10%, a written budget revision must be submitted to the County for approval.
- Final signed invoice voucher to be submitted with final performance report and deliverables – Payments will not to exceed total contract award.