

14756

2003-421

INTERLOCAL AGREEMENT FOR JOINT PARTICIPATION
IN HOMELAND SECURITY AND EMERGENCY PREPAREDNESS PROGRAMS
BETWEEN AND AMONG KING COUNTY, PIERCE COUNTY AND
SNOHOMISH COUNTY, WASHINGTON

1. Parties

The parties to this Interlocal Agreement are the County of King, (hereinafter "King County"), a charter county, the County of Pierce (hereinafter "Pierce County"), a charter county, and the County of Snohomish (hereinafter "Snohomish County"), a charter county, all of which may be referred to as "Party" or "Parties" or "Counties". Acting jointly pursuant to Chapter 39.34 RCW, King County, Pierce County and Snohomish County are each authorized to contract with the others, jointly and severally, to provide services. Pursuant to Chapter 38.52, RCW, the Counties participate in or operate emergency management programs to promote homeland security, disaster mitigation, emergency preparedness, and disaster response and recovery within their respective jurisdictions. To promote their mutual interests in homeland security and emergency management, King County, Pierce County and Snohomish County hereby enter into this Interlocal Cooperation Agreement.

2. Purpose

King, Pierce and Snohomish Counties share the eastern shoreline of Puget Sound and contain the major economic and employment centers of Western Washington. The purpose of this Interlocal Agreement is to jointly participate in homeland security and emergency management "all

hazards" planning and programs on a regional basis. By planning and delivering homeland security and emergency management programs throughout the tri-county Puget Sound Region, King County, Pierce County and Snohomish County agree that the benefit to the citizens of the region may be improved through more effective use of resources.

3. Joint Activities

Consistent with the purpose stated above, the Counties agree to promote homeland security and emergency management hazard mitigation, preparedness, response and recovery on a regional basis and where outside funding is available, to participate in the following types of activities:

- a. Joint risk assessment and planning;
- b. Training, including the employment or compensation of training personnel or consultants and use of facilities;
- c. Planning and conducting joint exercises, including the shared use of equipment and supplies designated for the purpose;
- d. Development of interoperable communications systems or plans, which are cross disciplinary, cross jurisdictional and address diverse layers of local, state and federal government;
- e. Promoting the sharing of intelligence information among emergency management, law enforcement and other public safety agencies;
- f. Promoting local, state and federal planning and mutual aid agreements; and
- g. Forging working partnerships with private sector and nonprofit agencies in support of homeland security.

The Counties may join in other homeland security and emergency management activities and initiatives as may be developed and approved by the Management Committee, as it is defined herein.

4. Organization

- a. Each County will establish a local coordinating council to review proposals and issues pursuant to the purposes of this Agreement, and to advise the respective County's Project Manager.
- b. The Counties will meet periodically as a Management Committee to direct the activities that are subjects of this Interlocal Agreement. The membership of the Management Committee will be :
 - Director of the Department of Emergency Management, Pierce County, or designee;
 - Director of the Office of Emergency Management, King County, or designee;
 - Director of Emergency Management, Snohomish County, or designee and
 - A member of the local coordinating council from each County.
- c. The Management Committee shall meet on a mutually determined schedule to identify, coordinate, and direct the activities and initiatives of this Agreement.
- d. Meetings of the Management Committee shall be held when a quorum of members is present. A quorum shall consist of no fewer than four members of the Committee, including at least one representative from each County.
- e. Each County shall be responsible for holding and disposing of any personal property acquired through activities of this Agreement, pursuant to grant guidelines.

14756

- f. All activities subject to this Agreement shall be subject to the review, approval, and signature requirements of the respective counties as well as the requirements of the grantor or funding agency.

5. Pierce County's Responsibilities

Pierce County agrees to:

- a. Act as the administrator of funds acquired by, or designated by, the Counties for furtherance of purposes expressed in this Agreement. In this capacity, Pierce County will receive and disburse funds, execute and administer contracts approved by the Management Committee in pursuit of its goals, maintain records and complete applicable reporting requirements for the projects as may be necessary or required by the grantor or funding agency. When allowable under the terms of the grant(s), Pierce County will be entitled to an administrative fee for these services.,
- b. Employ staff and consultants and provide office space and equipment to support the Management Committee's goals.
- c. Perform these duties under the direction of the Management Committee.
- d. Serve as a member of the Management Committee and actively participate in the direction of activities selected and planned by the Management Committee.

6. King County's Responsibilities

King County agrees that the Director of the Office of Emergency Management or designee shall serve as a member of the Management Committee and actively participate in the direction of projects selected and planned by the Management Committee.

14756

7. Snohomish County's Responsibilities

Snohomish County agrees that the Director of Emergency Management or designee shall serve as a member of the Management Committee and actively participate in the direction of projects selected and planned by the Management Committee. "Director of Emergency Management" means the County Executive or a person designated by the County Executive.

8. Program Administration

Pierce County's project manager is the Director of the Department of Emergency Management. King County's project manager is the Director of the Office of Emergency Management. Snohomish County's project manager is the Director of Emergency Management. The project managers will identify assistants who will have decision-making authority to act for the respective Counties as needed. Notwithstanding the foregoing, all activities approved by the Management Committee shall be subject to the review, approval, and signature requirements of the respective Counties. No separate legal entity is formed as a result of this Interlocal Agreement.

9. Funding

This Interlocal Agreement, and the activities described herein, will be funded by federal and state grants and/or donated goods, services or in kind contributions from other federal, state, tribal and local public agencies, foundations or private businesses. It is not anticipated that King County, Pierce County or Snohomish County funds shall be directly used for carrying out the requirements of this Agreement.

14756

10. Hold Harmless

King County, Pierce County and Snohomish County shall each 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.

To the extent of each County's respective liability, King County, Pierce County and Snohomish 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) caused by or arising from, King County's, Pierce County's or Snohomish County's participation in this project.

11. Evidence of Insurance

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

12. Duration and Effective Date

- a. This Agreement shall become effective upon execution by King County, Pierce County and Snohomish County through December 31, 2006, or, if applicable, ninety (90) days after the final performance report has been submitted to the grantor agency.
- b. This Agreement may be extended by mutual written agreement of the parties.
- c. Any County may terminate its participation in the Agreement upon sixty (60) days written notice to the other parties.

- d. Following termination, each County is responsible for fulfilling any of its individual outstanding obligations under this Agreement incurred prior to the effective date of the termination.

13. Disposition of Property upon Termination

In the event that personal property is acquired and held for purposes of this Agreement and is not subject to grant provisions regarding disposition, the Management Committee shall make the decisions as to disposition of the property.

14. 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

Eric E. Holdeman, CEM, Director
Office of Emergency Management
7300 Perimeter Road South
Room 128
Seattle, WA 98108-3848

For Pierce County

Steve Bailey, Director
Department of Emergency Management
901 Tacoma Avenue South
Suite 300
Tacoma, WA 98402-2101

For Snohomish County

County Executive
Director of Emergency Management
3000 Rockefeller Avenue
Everett, WA 98201-4046

15. Force Majeure

The performance of this Agreement may be suspended and the obligations hereunder excused in the event the performance by any party is prevented by cause or causes beyond the control of any 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 a party ceases to be excused pursuant to this provision and fails to perform its obligations under this Agreement, then that party shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination or default.

16. Amendments and Assignments

King County, Pierce County and Snohomish County will approve amendments to this Agreement in writing. Performance of this Agreement cannot be assigned to any other jurisdiction without written approval from all parties.

17. Dispute Resolution

In the event of disputes concerning this Agreement, the parties agree to enter into good faith efforts to resolve such disputes informally among the Project Managers, prior to seeking judicial relief.

18. 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 any party shall be required, and the 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 presence of any sensory, mental or physical disability.

19. Governing Law

This Agreement is entered into in accordance with the Interlocal Cooperation Act of the State of Washington, RCW 39.34 and RCW 38.52. If any provisions are found to be in conflict, then this document will be modified accordingly to comply with all provisions hereunder

20. Severability

Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.

14756

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2003.

King County

Approved as to form only:

By: _____
Title: _____

By: _____
Deputy Prosecuting Attorney

Pierce County

By: _____
Title: Director of Emergency Management

By: _____
Title: Pierce County Executive

Reviewed:

Approved as to form only:

By: _____
Director of Budget & Finance

By: _____
Deputy Prosecuting Attorney

Snohomish County

Approved as to form only:

By: _____
Title: _____

By: _____
Deputy Prosecuting Attorney