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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