

EMERGENCY MANAGEMENT SERVICES AGREEMENT

This Agreement is entered into between THE PUGET SOUND REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "PSRFA", and the City of Covington, a municipal corporation, hereafter referred to as "Covington."

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act; and
2. Covington maintains a director who has the direct responsibility for the organization, administration, and operation of the department of emergency management; and
3. PSRFA maintains a professional Emergency Management division that regularly performs emergency management for other agencies including the Cities of Kent and SeaTac; and
4. Covington desires to use the resources of the PSRFA to assist Covington in managing Covington's emergency management functions; and
5. Covington has agreed to compensate the PSRFA for conducting such services; and
6. PSRFA and Covington find the working relationship established under previous interlocal agreements to be mutually beneficial to both parties and wish to continue this relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the parties as follows:

1. Scope of Agreement

- 1.1. The scope of this Agreement includes the terms and conditions under which PSRFA will provide Covington with Emergency Management Services.
- 1.2. Each entity shall retain full authority for and jurisdiction over such issues as boundaries, elections, and budgets and other matters not specifically addressed in this Agreement.

2. **Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement ("Administrative Board"). The Administrative Board shall consist of the Fire Chief, or Designee for the PSRFA and the Covington City Manager or Designee. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of the PSRFA and Covington pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.

3. **Emergency Management Services.** The PSRFA shall provide Emergency Management services to Covington in the manner and at the level identified by Covington in writing. Such services may include but are not limited to, any of the following services:
 - 3.1. Administer all emergency management programs.
 - 3.2. Ensure that plans, programs, and training are in compliance with federal and state standards.
 - 3.3. Ensure that adequate training is provided to meet federal mandates. However, the PSRFA will not be responsible if Covington staff does not participate or meet these mandates.
 - 3.4. Fulfill the role as the Emergency Coordination Center Manager during activations.
 - 3.5. Maintain and update the following plans in accordance with state and federal requirements, as well as any other plans that are required pursuant to future state and federal requirements:
 - 3.5.1. Comprehensive Emergency Management Plan;
 - 3.5.2. Hazardous Materials Emergency Response Plan;
 - 3.5.3. Local Hazard Mitigation Plan;
 - 3.5.4. Hazardous Identification and Vulnerability Analysis; and
 - 3.5.5. Homeland Security Exercise and Evaluation Program.
 - 3.6. Apply for and manage all disaster recovery grants, Emergency Management Performance Grants, and other public assistance grants.
 - 3.7. Represent Covington and actively coordinate and participate on local and regional groups, committees, and associations to further emergency preparedness, and to keep current on emergency management issues facing the region and Covington. The participation may include the following groups, committees, or associations, as well as any new local or regional Emergency Management Related groups:
 - 3.7.1. Emergency Management Advisory Committee;
 - 3.7.2. Training and Exercise Sub-Committee;
 - 3.7.3. King County Citizen Corps Sub-Committee;
 - 3.7.4. City of Covington Emergency Planning Committee;
 - 3.7.5. Regional Disaster Planning Committee; and
 - 3.7.6. Region 6 Homeland Security.

- 3.8. Manage and oversee the Local Emergency Planning Committee in accordance with federal, state and Covington statutes, regulations, and policies.
- 3.9. Prepare Covington staff and residents for emergencies by providing the following training:
 - 3.9.1. National Incident Management System Training;
 - 3.9.2. Emergency Coordination Center Position Training;
 - 3.9.3. Department Operation Center Training;
 - 3.9.4. Community Emergency Response Training;
 - 3.9.5. School Emergency Response Training;
 - 3.9.6. Business Emergency Response Training;
 - 3.9.7. Debris Management Training.
- 3.10. Perform all other tasks related to providing Emergency Management Services.
- 3.11. All money, fees, and charges of any kind collected or charged by the Emergency Management or as a result of the provision of Emergency Management services for Covington shall be the sole property of Covington and payable to Covington. The PSRFA shall establish a standard procedure for the charging and collection of fees and charges as directed by Covington's Finance Department, and shall immediately transmit all such money collected to Covington.
4. **Emergency Coordination Center ("ECC").** Covington shall provide an Emergency Coordination Center for the PSRFA to use in the event of an activation. Covington recognizes that the PSRFA may use their ECC for low level emergencies which do not warrant the full activation of the Covington ECC. Covington shall retain all statutory authority in operational and/or policy decisions during an activation. Covington shall provide staffing of key functions to ensure adequate operation of the Covington ECC. In the event that adequate staffing is not available and when agreed to by both parties, the PSRFA may staff the ECC with additional PSRFA staff to be reimbursed as provided in Section 7.2.
5. **Term.** This Agreement shall become effective on January 1, 2018. Should this Agreement be ratified by the legislative bodies of Covington and the PSRFA after January 1, 2018, this Agreement shall be effective retroactively as of January 1, 2018. This Agreement shall remain in full force and effect until terminated by either party as provided for in Section 6.
6. **Termination.**
 - 6.1. **Termination by Notice.** This Agreement may be terminated by either party upon it providing the other party with 90 days advance written notice of such termination.

6.2. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

6.3. Termination for Breach. The PSRFA may terminate this Agreement with fourteen (14) days advance written notice upon the failure of Covington to make payments as required by this Agreement. Covington may terminate this Agreement upon fourteen (14) days advance written notice in the event PSRFA fails to provide services as required in this Agreement except disputes handled per Section 7.5

7. Payment to the PSRFA.

7.1. Basic Fee & Hours worked. In consideration of this Agreement and the services provided, Covington will pay the PSRFA an hourly rate of \$37.00 per hour for work performed by a Program Manager. Covington acknowledges that based on staff scheduling the City may receive less than 20 hours in some weeks and more than 20 hours in other weeks. The total hours should not exceed 40 hours in a pay period, without authorization as addressed in Sec 7.2. Covington shall pay this amount on a monthly basis and no additional invoice shall be required.

7.2. Additional Hours. In the event of Emergency Call backs or when authorized in writing by Covington, the PSRFA may provide additional services at the hourly rate, or when an employee's services are required in excess of 40 hours per week, Covington shall pay for such hours at the 150% of the hourly rate. For additional hours, the PSRFA shall document the reason and the hours worked. Each hour shall be divided into fifteen (15) minute increments, or four (4) units. Covington shall pay for each fifteen (15) minute increment, which shall be rounded to the nearest fifteen (15) minute increment. At the end of each quarter, the PSRFA will invoice Covington for the additional hourly services provided during that immediately preceding quarter by the 10th of the following month. For the purposes of this Agreement, quarters shall end on March 31, June 30, September 30, and December 31 of each year. Covington will remit payment to the PSRFA within thirty (30) days from the date of the PSRFA's invoice.

7.3. Administrative fee. Covington shall pay the PSRFA an Administrative fee of one percent of the total payments made pursuant to Sections 7.1 and 7.2.

7.4. Annual Adjustment. Each year, the hourly rates charged under this Agreement will increase by the amount equal to the percentage increase in the Consumer Price Index (CPI-W) for Seattle-Tacoma-Bellevue for the previous year from the period of June to June. The rate will be rounded to the nearest cent.

7.5. Billing Dispute. In the event that there is a dispute regarding the amount of money owed by Covington to the PSRFA, the Administrative Board shall make every effort to resolve such dispute. In the event that there is no resolution to the dispute, the parties shall proceed in accordance with the dispute resolution process identified in Section 11.

8. Employment Status.

8.1.PSRFA Personnel. PSRFA personnel who provide services under this Agreement shall remain personnel of PSRFA and shall not be considered personnel of Covington. PSRFA shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. PSRFA personnel shall not be entitled to any benefit provided to personnel of Covington.

8.2. Covington Personnel. Covington personnel who provide services under this Agreement shall remain personnel of Covington and shall not be considered personnel of PSRFA. Covington shall, at all times, be solely responsible for the conduct of its personnel in performing the services called for in this Agreement and shall be solely responsible for all compensation, benefits and insurance for its personnel. Covington personnel shall not be entitled to any benefit provided to personnel of PSRFA.

9. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

10. Insurance. Each of the parties shall provide insurance coverage for all operations, facilities, equipment and personnel. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.

11. Dispute Resolution.

11.1. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

11.2. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

11.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator

selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

11.4. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

11.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12. Miscellaneous:

12.1. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. The parties recognize that the PSRFA may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that the PSRFA may become a party to an interlocal agency in conjunction with other south county municipalities for the purpose of performing the work called for in this Agreement. Covington agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which the PSRFA is a party, and that emergency management personnel who are employed by jurisdictions other than the PSRFA which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Covington.

12.2. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

12.3. Notices. All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally

delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

12.4. Severability. If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

12.5. Modification. This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

12.6. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

12.7. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

12.8. Equipment/Uniforms. The following equipment will be issued by PSRFA and Covington: PSRFA will provided, a Cell phone, Lap Top, Radio, Uniform & PPE, Covington will provide, a Work Station, Computer with access to City drives, printer and an optional Covington uniform.

12.9. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either of the party’s websites in accordance with RCW 39.34.040.

COVINGTON:

CITY OF COVINGTON:

By: _____

Print Name: _____

Its _____

DATE: _____

PSRFA:

THE PUGET SOUND REGIONAL FIRE AUTHORITY:

By: _____

Print Name: Matthew Morris

Its Fire Chief

DATE: _____

NOTICES TO BE SENT TO:

City of Covington
16720 SE 271st Street
Covington, WA 98042

(253) 480-2400 (telephone)

(253) 480-2401 (facsimile)

NOTICES TO BE SENT TO:

Matthew Morris, Chief
Puget Sound PSRFA
24611 116th Ave SE
Kent, WA 98030

(253) 856-4300 (telephone)

(253) 856-6300 (facsimile)

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

Brian Snure,
PSRFA Attorney

DRAFT