

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7252

A RESOLUTION authorizing the City Manager or his designee to execute Intergovernmental Agreements with the Washington State Military Department, Emergency Management Division to provide personnel or other resources for the Emergency Management Assistant Compact pursuant to RCW 38.10.010 and RCW 38.52

WHEREAS, RCW 38.10.010 provides for an Emergency Management Assistance Compact (EMAC) between the State of Washington and other states to provide for mutual assistance in managing any emergency or disaster that is duly declared by the governor of an affected state(s); and

WHEREAS, the Washington State Military Department, Emergency Management Division coordinates interstate mutual aid through EMAC; and

WHEREAS, currently EMAC has been implemented on a major scale in response to the Hurricane Katrina disaster to provide personnel and other resources to requesting impacted states; and

WHEREAS, the Washington State Military Department, Emergency Management Division is seeking to enter into agreements with local jurisdictions to provide qualified personnel to aid in the disaster recovery effort; and

WHEREAS, such agreements are in the form of individual intergovernmental agreements; and

WHEREAS, the City Manager should be authorized to sign such agreements to expedite their processing consistent with the purposes of the City's Emergency Preparedness Plan and RCW 38.52 et. seq.; now therefore,

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES
RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute Intergovernmental Agreements with the Washington State Military Department, Emergency Management Division to provide personnel or other resources to aid in the Hurricane Katrina recovery effort, which agreements shall be in substantially the

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form of the Intergovernmental Agreement (Attachment A to this Resolution), a copy of which Intergovernmental Agreement has been given Clerk's Receiving No. 39080. Said authorization is effective until December 31, 2006.

Passed by the City Council this 19th day of September, 2005, and signed in authentication of its passage this 19th day of September, 2005.

(SEAL)


Connie B. Marshall, Mayor

Attest:


Myrna L. Basich, City Clerk

ATTACHMENT A

September, 2005 CR# 39080 INTERGOVERNMENTAL AGREEMENT

DATE 03-06-06 Lo E0x-xxx

w/RES 7252

Washington State Military Department
Camp Murray, Building #20, M.S. TA-20
Yacoma, WA 98430-5000
(253) 512-7065 FAX: (253) 512-7203
Contact Person:
E-mail:

AND Local County
Street address
City, Washington 98---
(000) 000-0000 FAX: (000) 000-0000
Contact Person:

Maximum Amount: Not to Exceed \$10,000 Start Date: September, 200 End Date: October, 200

INTRODUCTION:

The Washington State Military Department Emergency Management Division through the Emergency Management Assistance Compact (EMAC) and RCW 38.10.010 coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC responds to declared disaster-impacted states by providing assistance from other member states in the form of personnel and/or other resources. Currently, EMAC was implemented on a major scale in response to the The CURRENT DISASTER damages all along the GULF COAST. The state of STATE Name has requested Public Information Officer support. In cooperation with LOCAL County, the Military Department Emergency Management Division (EMD) has identified an experienced and qualified person who is immediately available to deploy and perform SPECIFIC duties in the areas suffering from the aftermath of A DISASTER EVENT. This person will travel to a specific state and work in support of the Name of STATE Emergency Management.

Ms or Mr. , a current employee of LOCAL County, has the desired expertise including extensive experience in emergency management public information operations. He/She is currently the Specialty for the Local County OFFICE and has blank years experience as a specialty. This agreement provides an arrangement between the Washington Military Department and Local County for the loan of this local staff person for the time period identified above.

Ms. Or Mr. shall remain an employee of the Local County, however, the Military Department will reimburse Local County for travel expenses, per diem, lodging and other provisions pertinent to the work to be conducted. Ms. Or Mr. will report to the Director of the DISTANT Agency upon arrival and perform specialty duties as assigned. The distant agency will provide emergency contact information for Ms./Mr. and a progress report periodically throughout the time period.

REIMBURSEMENT:

The Military Department shall reimburse Local County in a final amount for the authorized expenses including salary and benefits (air and land travel expenses, per diem, lodging and other provisions) of the specialty. Compensation of the expenses shall not exceed the amount that the employee would otherwise receive absent this agreement. Local County shall submit a final invoice to the Military Department within 30 days of Ms./Mr. return to Local County and approval of the properly executed state invoice voucher. EMD shall reimburse Local County within 30 days of receipt of an approved invoice voucher and any other required documentation of expenses.

ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. 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.

BY: _____
EMD Name, Director Date
Emergency Management Division
Washington Military Department

BY: _____
Name, Commissioner Date: 9/00/05
Board of County Commissioners
Local County

APPROVED AS TO FORM:

TIN#:

9/00/05

Marjorie T. Smitch, Assistant Attorney General, Date

_____, 2005

INTERGOVERNMENTAL AGREEMENT

Washington State Military Department
Camp Murray, Building #20, M.S. TA-20
Tacoma, WA 98430-5000
(253) 512-7057 FAX: (253) 512-7203
Contact Person: Mark Kogle
E-mail: m.kogle@emd.wa.gov

AND

Name _____
Address _____
City, State, Zip _____
() _____ FAX: () _____
Contact Person: Keith Flewelling

Amount: As indicated per person assigned. Start Date: _____, 2005 End Date: _____, 2005

INTRODUCTION: The Washington State Military Department Emergency Management Division through the Emergency Management Assistance Compact (EMAC) and RCW 38.10.010 coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC responds to declared disaster-impacted states by providing assistance from other member states in the form of personnel and/or other resources. Currently, EMAC was implemented on a major scale in response to the Hurricane Katrina #05-2335 damages all along the gulf coast. The state of Louisiana has requested ICS-Qualified EOC personnel support. In cooperation with jurisdiction/agency, the Military Department Emergency Management Division (EMD) has identified experienced and qualified personnel immediately available to deploy and perform EOC ICS section duties in the areas suffering from the aftermath of Hurricane Katrina #05-2335. They will travel to a Louisiana and work in support of the Louisiana State Emergency Management. The Louisiana EOC will provide emergency contact information for personnel and a progress report periodically throughout the time period.

Employees of jurisdiction/agency, will be considered by the State of Washington to be agents of the state for purposes of EMAC and will be entitled to all rights and benefits under EMAC available to state officers and employees. To the extent that the state requesting assistance from Washington under EMAC or agreements supplementary to EMAC does not reimburse the expenses of the employees of jurisdiction/agency, the State will reimburse the political subdivision for such expenses to the full extent legally permissible.

This agreement covers employees of jurisdiction/agency, listed on an attached sheet that reference this agreement by number. The qualifications of such employees may be set forth in the attachment. The maximum amount of reimbursement per employee for travel expenses, base salary, overtime, benefits, per diem, lodging and other provisions pertinent to the work to be conducted shall not exceed the amount agreed to per person without a written modification to this agreement. Additional attachments listing personnel may be added referencing this agreement and shall be bound to these same conditions and arrangements.

REIMBURSEMENT: The Military Department shall reimburse the jurisdiction or agency named above in a final amount for the authorized expenses including salary, benefits, and overtime (air and land travel expenses, per diem, lodging and other provisions) of the employees. Compensation of the expenses shall not exceed the amount that the employee would otherwise receive absent this agreement. The jurisdiction or agency named above shall submit a final invoice to the Military Department within 30 days of personnel's return and approval of the properly executed state invoice voucher. EMD shall reimburse the jurisdiction or agency named above within 30 days of receipt of an approved invoice voucher and any other required documentation of expenses. Charge code: PI# 771EB (EMAC-Louisiana)

ALTERATIONS AND/OR AMENDMENTS: This Agreement may be amended or altered by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION: Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. 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.

BY: _____
James M. Mullen, Director Date
Emergency Management Division
Washington Military Department

BY: _____
Signature Name (typed) Date:
Division or Section
jurisdiction/agency

APPROVED AS TO FORM:

TIN#: _____

Spencer W. Daniels (signature on file) 9/15/05
Assistant Attorney General