

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: October 15, 2013

**SUBJECT: WASHINGTON STATE MILITARY DEPARTMENT EMERGENCY
MANAGEMENT DIVISION INTERGOVERNMENTAL AGREEMENT
FOR MUTUAL AID DEPLOYMENT**

I. RECOMMENDED ACTION:

Approve the intergovernmental agreement allowing the Washington State Military Department Emergency Management Division to coordinate and deploy mutual aid interstate assistance. This topic was presented at the September 24, 2013, Public Safety Committee Meeting.

II. DEPARTMENT CONTACT PERSON:

Ron Gibson, Chief of Police	425.556.2528
Erik Scairpon, Operations Commander	425.556.2611

III. DESCRIPTION:

This agreement allows the City of Redmond Police Department to provide and receive necessary mutual aid assistance to Pacific Northwest Emergency Management Arrangement (PNEMA) participants (currently the states of Alaska, Idaho, Oregon, Washington, the Canadian Province of British Columbia and the Yukon Territory) under the direction of the Washington State Military Department Emergency Management Division. It is an ongoing agreement that can be terminated by either party upon 30 day prior written notice.

IV. FISCAL IMPACT:

The agreement states that the participating jurisdiction will be reimbursed for costs as a result of authorized resource deployment as provided in this Agreement.

V. ALTERNATIVES:

- A. Approve as proposed.
- B. Do not approve the interlocal agreement thereby foregoing mutual aid assistance the City of Redmond may provide to or receive from PNEMA in the event of an emergency.

VI. ATTACHMENTS:

- A. Intergovernmental Agreement – Washington State Military Department ~
Emergency Management Division and the City of Redmond Police Department
- B. Amendment Referenced in Intergovernmental Agreement as Attachment A
- C. Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Ron Gibson, Chief of Police

Date

Approved for Council Agenda:

John Marchione, Mayor

Date

INTERGOVERNMENTAL AGREEMENT

FOR EMAC AND PNEMA ASSISTANCE BETWEEN

Washington Military Department
Bldg #20, M.S.TA-20
Camp Murray, Washington 98430-5122

AND City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

253.512.7097 FAX: 253.512.7203

PHONE: 425.774.2517 FAX: 425.775.9386

Contact Person: Craig Ginn
Email: craig.ginn@mil.wa.gov

Contact Person: Cory James
Email: cjames@norcom.org

Contact Person: Kristin Ramos
Email: kristin.ramos@mil.wa.gov

Contact Person: Jason C. Fisher
Email: jcfisher@redmond.gov

Contact Person: Mark Douglas
Email: Mark.Douglas@mil.wa.gov

TIN: 91-6001492
UBI: 176-000-016

Start Date: Upon Execution

End Date: August 31, 2018

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), ch. 39.34 RCW (Interlocal Cooperation Act), ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.
- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form of "Attachment A" that reference this Agreement by number and include the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed

reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:
 - 1) Has completed training for ICS 100, 700 and 800;
 - 2) Has received training customary or required for the position for which they are being deployed;
 - 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
 - 4) Has past experience operating in the position for which they are being deployed; and
 - 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.
- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or 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. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. [redacted]
For [EMAC/PNEMA] Deployment of Authorized Resources and Cost Estimate
Mission Number [redacted], [State/Location], [Disaster Name]
[Jurisdiction Name], Tin# [insert], UBI# [insert]

CONTRACTOR NAME/ADDRESS: [Jurisdiction] [Address] [City], WA [Zip]-[+4]	CONTRACT NUMBER: [redacted]	AMENDMENT NUMBER: [redacted]
CONTRACTOR CONTACT PERSON, NAME/TITLE: [Name], [phone] [e-mail]	MD STAFF CONTACTS, NAME/TELEPHONE: Craig Ginn 253.512.7097 craig.ginn@mil.wa.gov Kristin Ramos 253.512.7058 kristin.ramos@mil.wa.gov	
AMENDMENT TERMS AND CONDITIONS: 1. The estimate of the anticipated reimbursement is \$ [redacted]		

1. SUMMARY OF EXPECTED DEPLOYMENT PHYSICAL CONDITIONS, DUTIES TO BE PERFORMED DURING DEPLOYMENT, AND CORRESPONDING AUTHORIZED RESOURCES ANTICIPATED TO PERFORM THOSE DUTIES (Duties to be taken from EMAC REQ-A or PNEMA equivalent):
[redacted]

2. DEPLOYMENT PROGRAM INDEXES/CHARGE CODES:
[redacted]

3. DETAILED DESCRIPTION OF AUTHORIZED RESOURCES AND COST ESTIMATES, WITH ESTIMATED BUDGET SUMMARY and Total Maximum Resource Cost Authorized:

The following are the authorized resources (equipment and/or personnel) the Jurisdiction may deploy for Mission No. XXXX, (name of event) in (state/location of event), and corresponding total maximum resource cost amounts (based on estimates) that may be reimbursed under this Agreement. In completing this form, all estimates for fire resources (personnel and equipment of a Fire District or Fire Department) will be calculated based upon the State Fire Chiefs Rate Schedule in effect at that time, and the personnel benefit hourly rate used below for fire resources is to be 25% of the personnel regular salary hourly rate.

Authorized Resources and Detail of Total Maximum Resource Cost:

Requesting State Mission Tracking #					Assisting State Mission Tracking #									
Personnel Salaries and Benefits														
First Name:	Last Name:	Phone:	E-Mail:	Position Title	Cert. Type / Card #	Regular Salary Hourly Rate	Benefit Hourly Rate	# of Reg Hrs per day	OT Hourly Rate	OT Benefit Hourly Rate	# of OT Hours per day	Volunteer Firefighter Stipend	Subtotal Daily Cost	Total Deployment Cost
Ex: Robert	Jones	253.555.1212	rjones@fire.org	Engine Boss	Red Card #1234	\$ 40.00	\$ 10.00	8.00	\$ 60.00	\$ 15.00	4.00	\$ -	\$ 700.00	\$ 11,200.00
Ex: John	Doe	360-765-4321	jdoe@volunteer.net	Volunteer	Red Card #7654							\$ 100.00	\$ 100.00	\$ 100.00
													\$ -	\$ -
Total Maximum Personnel Cost														\$ 11,300.00
Personnel Travel														
Name	POV/Mileage	AOV	Per Diem	Hotel	Shipping	Rental Car	Air Fare	Baggage	Parking	Other (Desc.)	Other (Desc.)	Total Travel Cost		
Ex: Jones	\$ 18.20	\$ -	\$ 864.00	\$ 2,116.52	\$ 80.00	\$ 77.00	\$ 540.00	\$ 45.00	\$ 96.00	\$ 12.00	\$ -	\$ 3,848.72		
												\$ -		
												\$ -		
												\$ -		
Total Maximum Travel Cost													\$ 3,848.72	
Equipment (Include estimated costs for fuel OR miles - NOT both)														
	Type	Kind	Description of Duties for Which Deployed Equipment Will Be Used				Daily Rate	Mileage Rate	Estimated Miles	Estimated Fuel	Total EQ Cost			
1	Ex: Type II	Rotary Wing Aircraft	for use in damage recon				\$ 250.00	\$ -	\$ 1,500.00		\$ 1,750.00			
2											\$ -			
3											\$ -			
4											\$ -			
5											\$ -			
Total Maximum Equipment Cost											\$ 1,750.00			
Total Maximum Deployment Cost											\$ 16,898.72			

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: _____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.