

July 31, 2008

INTERAGENCY AGREEMENT**All Hazards Alert Broadcast (AHAB) Warning System for the City of Ilwaco**

Washington State Military Department
 Camp Murray, Building #20, M.S. TA-20
 Tacoma, WA 98430-5122
 (253) 512-7075 FAX: (253) 512-7207
 Contact: David Nelson

AND City of Ilwaco
 PO Box 548
 Ilwaco, Washington 98624
 (360) 642-3145 FAX: (360) 642-3115
 Contact: Doug Hubbard

Maximum Amount: \$0 Beginning Date: **August 15, 2008** Expiration Date: **September 30, 2013**

INTRODUCTION: The Washington State Military Department, Emergency Management Division (EMD), through the Earthquake Program provides public awareness and education in regards to preparing for and surviving a natural or man-made disaster event. The Earthquake Program, through the availability of \$37,000 federal funds purchased and will install an All Hazards Alert Broadcast (AHAB) Warning System that provides both tone and voice alert and notification devices for any hazardous situation. Funding Source: #50-AB-NR-200051 PI# 73317. This system will be placed in the City of Ilwaco. Federal Signal is the sole source vendor that has designed and developed the All Hazards Alert Broadcast (AHAB) Warning System. This state-of-the-art outdoor warning system will notify those within hearing distance of the siren of a natural or man-made disaster. The City of Ilwaco hereinafter is referred to as the Contractor.

The Contractor Agrees To:

- 1) Coordinate the installation of the All Hazards Alert Broadcast (AHAB) Warning System at the following approximate location:
 - LAT: N46.306 LONG: W-124.041
 NOTE: The lat/long may change to accommodate power access or path interference.
- 2) Attachment A must be filled out prior to any installation work being done. This will insure the Contractor has designated the site, will provide power to the pole, and acquire any permits that could be required.
- 3) Upon satisfactory installation, assume responsibility for physical security of the siren, for coordination of the restoration of electrical power to the siren, routine testing of the siren via local radio network and provided controller, prompt reporting of any routine testing problems to EMD, and weed control within a 10 foot radius of the siren (if applicable).
- 4) Agrees that the dual control siren will be activated by either the state or the Contractor. The Contractor agrees to use the siren for only routine testing and real emergency incidents. The Contractor activates the siren with their local radio system and controller. The Contractor authorizes EMD to transmit a Tsunami Warning EAS message using the satellite control system installed in the State EOC to activate the siren after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.
- 5) The tsunami warning message will read: "THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. A TSUNAMI CAN CAUSE DANGEROUS FLOODING. IF YOU ARE IN A LOW COASTAL AREA YOU ARE AT RISK AND MUST MOVE TO HIGHER GROUND OR INLAND NOW. DO NOT RETURN UNTIL DIRECTED TO DO SO. CLOSELY MONITOR LOCAL RADIO STATIONS FOR ADDITIONAL INFORMATION. THIS IS NOT A TEST. A TSUNAMI WARNING HAS BEEN ISSUED FOR THE COASTAL AREAS OF WASHINGTON. MOVE TO HIGHER GROUND OR INLAND NOW."

The Military Department Agrees To:

- 1) Purchase the system from Federal Signal for \$37,000, and within 30 days of the satisfactory installation of the above referenced warning system pay Federal Signal for the installation.
- 2) Routinely test the siren with the satellite control system, automatically monitor alarms, silent test the sirens twice daily, immediately report any intrusions to the Contractor contact, troubleshoot and repair any siren malfunctions as scheduled.
- 3) Outages or malfunctions observed on the siren will be reported to the contractor as observed. EMD's Telecommunications section will schedule trained and certified siren technicians to troubleshoot and to effect repairs. Contractor will be kept informed of all actions taken to repair. Logs will be maintained for both EMD use and Contractor viewing. EMD agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.
- 4) EMD agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

This Statement of Work and the General Terms located on page 3 govern the rights and obligations of the parties to this contract. In the event of any ambiguity, this agreement will follow and abide by the standard terms, conditions and assurances as indicated by the funding source identified above.

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

BY: James M. Mullen 10-28-08
James M. Mullen, Director Date
Emergency Management Division
Washington State Military Department

BY: Doug Hubbard 10/23/08
Doug Hubbard, Mayor Date
City of Ilwaco, Washington
TIN# 91-6001443

GENERAL TERMS

1) ALL WRITINGS CONTAINED HEREIN

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.

2) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

3) ADVANCE PAYMENTS PROHIBITED: No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department.4) CHANGES AND MODIFICATIONS: Any such changes that are *mutually agreed upon* by the parties to this contract or grant shall be incorporated herein by written amendment to this agreement. Any oral understanding or agreements not incorporated herein, shall not be binding.5) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6) DISPUTES -- Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the Department, a representative appointed by the Contractor, and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.7) HOLD HARMLESS: The Contractor agrees to defend, hold harmless, and indemnify the State of Washington and the Military Department, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the Contractor's performance or activities hereunder.8) GOVERNING LAW AND VENUE: This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of Washington in this matter.

9) TERMINATION

- a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.
 - b) Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
 - c) The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.
 - d) 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
- 10) LOSS OF FUNDING: In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the agreement, the Military Department may terminate the agreement under the "Termination" clause.

11) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

12) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

13) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

AHAB SITE SURVEY INFORMATION TEMPLATE

Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location

1. AC power is within an acceptable distance for installation.
2. Satellite Dish requires a clear view of sky to south-southeast (170 degrees on magnetic compass and 20 degrees above horizon).
3. No overhead wires or other obstructions within 15-20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will likely require a legal easement be drawn up.
7. Location will be a minimum for 100' from a private residence.

Documenting Installation Location:

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~1" exposed and painted white.

Requesting Underground Utility Check

1. Call the state-wide underground utility check number with the information collected above.
1-800-424-5555 <http://www.wucc.org/Intro.html>
2. Mark all utilities within a 50' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out 25' from the pole in one direction attached to 2 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:

1. The installation contractor will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. The pole installer will update the underground utility check prior to pole installation using the ticket number you provided.
3. Receiving jurisdiction is responsible to get power to the pole to include the application for power hookup.

**ENVIRONMENTAL AND HISTORICAL PRESERVATION (EHP)
COMPLIANCE TEMPLATE**
Receiving Jurisdiction Responsibilities

Funded installations must comply with all appropriate environmental regulations including the National Environmental Policy Act (NEPA PL 91-190, as amended, and once the project is identified for environmental and historical preservation (EHP) compliance review. For example, pole towers are projects that require EHP compliance review because of potential impacts related to ground disturbances, historical buildings and environmental impacts.

Local jurisdictions receiving an AHAB system are responsible for compliance with all applicable federal, state, and local regulations, codes, and standards and for securing the necessary permits and approvals.

Local jurisdictions must verify a site location has passed SEPA and NEPA compliance reviews, if required. See WSDOT, DNR and Ecology SEPA sites for guidance. Submit documentation to the POC listed on the Memorandum of Agreement. .