

WASHINGTON STATE FERRIES

WEAPONS OF MASS DESTRUCTION

MITIGATION PROGRAM

PHASE II AGREEMENT NO. GCA 3557

THIS AGREEMENT is made and entered into this 20th day of August, 2003, between **WASHINGTON STATE FERRIES**, a division of the Washington State Department of Transportation (hereinafter called "**WSF**"), and the "**PARTICIPATING PUBLIC AGENCIES**" shown on the attached Exhibit A, Participating Public Agencies, attached hereto and by this reference incorporated herein; such parties are hereinafter individually called "**FIRE DEPARTMENTS**", "**EMERGENCY MANAGEMENT AGENCIES**" and **WASHINGTON STATE PATROL** ("**WSP**"), or called the "**AGENCIES**", collectively.

WITNESS THAT:

WHEREAS, under the Washington State Ferries WMD Mitigation Program Phase I Agreement No. GCA 3458, the Puget Sound Marine Firefighting Commission ("the Commission") and **WSF** agreed to jointly develop a questionnaire (the "Questionnaire") for completion by the **FIRE DEPARTMENTS**, which would respond to a Weapons of Mass Destruction (WMD) incident on board a **WSF** ferry vessel or at a **WSF** ferry terminal within their jurisdiction; and

WHEREAS, the Questionnaire requests that each **FIRE DEPARTMENT** provide information to facilitate the Commission's and **WSF**'s development of a WMD Response Plan for **WSF** Vessels and Terminals ("WMD Response Plan"); and

WHEREAS, the purpose of the WMD Response Plan is to create a comprehensive, system-wide plan of coordinated response to WMD incidents on a **WSF** vessel and at its terminals; and

WHEREAS, the **FIRE DEPARTMENTS** have the personnel and other resources necessary to complete the Questionnaire, including participating in related workshops; and

WHEREAS, completion of Questionnaire will provide a significant direct benefit to **WSF** and the **AGENCIES**, creating a framework for effective response to **WMD** incidents on **WSF** vessels and at its terminals; and

WHEREAS, **WSF** desires to implement its financial participation in the project, by utilizing project funds allocated by the United States Department of Transportation (**USDOT**) through its U.S. Maritime Administration Port Security Grant No. **DTMA1G02075**, to reimburse the **AGENCIES** for a portion of their labor and/or travel costs incurred in the performance of this Agreement, as applicable; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Revised Code of Washington (**RCW**) Chapter 39.34;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein or attached and incorporated and made a part hereof, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for each **AGENCY's**: (i) completion of the Questionnaire; and/or (ii) participation in related workshops, as applicable, including its respective commitment of personnel, financial assistance and other resources. Towards this effort, the United States Department of Transportation (**USDOT**) has allocated project funds through its U.S. Maritime Administration Port Security Grant Program, via Grant No. **DTMA1G02075**. **USDOT** will allocate such funds directly to **WSF** for this project.

II.
PROJECT DESCRIPTION

- A. Each **FIRE DEPARTMENT** will complete and return its Questionnaire responses to the Commission no later than July 30, 2003, or any authorized extension thereof. The Questionnaire response data will benefit **WSF** and the **AGENCIES** significantly, since it will be used to develop the WMD Response Plan, which will address the type of security threats that **WSF** and the **AGENCIES** recognize is of the highest concern.
- B. Representatives from the **FIRE DEPARTMENTS, EMERGENCY MANAGEMENT AGENCIES** and **WSP** may participate in one or both of two (2) workshops, held at the NOAA Auditorium (Building # 9) 7600 Sandpoint Way, Seattle. Workshop #1 will be held on July 1, 2003. Workshop # 2 will be held on July 29, 2003. At the first workshop, the **AGENCIES'** representatives will identify issues raised by responses in completed Questionnaires that warrant further discussion and participate in discussion groups. At the second workshop, the **AGENCIES** shall review the draft WMD Response Plan prepared by the Commission and **WSF**.
- C. Following conclusion of the workshops, **WSF** and the **AGENCIES** will jointly develop a strategy to mitigate the effects of an WMD incident (i.e. nuclear, biological and/or chemical weapons) aboard a **WSF** vessel and/or at a **WSF** terminal. The strategy shall be translated into a WMD Response Plan, including a model Incident Action Plan, to be developed by the Commission and **WSF**.
- D. **WSF** and the **AGENCIES** shall perform the above activities in accordance with governing federal, state and local rules and regulations.

III.
TERM

This Agreement shall commence on the date first written above, and shall expire on December 31, 2003; **Provided**, this Agreement may be extended for a period or periods of time to be agreed upon in advance between **WSF** and the **AGENCIES**. Unless **WSF** and the **AGENCIES** agree otherwise, all terms and conditions of the Agreement shall remain in full force and effect during any such extension.

IV.
PAYMENT

- A. **WSF** will reimburse each **FIRE DEPARTMENT** as follows: (i) a maximum amount of \$300.00 for a portion of its labor costs for completing the Questionnaire and returning it to **WSF**; (ii) a maximum amount of \$350.00 for a portion of its labor and travel costs in participating in Workshop # 1; and (iii) a maximum amount of \$350.00 for a portion of its labor and travel costs in participating in Workshop # 2.

- B. **WSF** will reimburse each **EMERGENCY MANAGEMENT AGENCY** as follows: (i) a maximum amount of \$350.00 for a portion of its labor and travel costs for participating in Workshop # 1 and (ii) a maximum amount of \$350.00 for a portion of its labor and travel costs for participating in Workshop # 2.

- C. **WSF** will reimburse **WSP** as follows: (i) a maximum amount of \$700.00 for a portion of its travel and labor costs for participating in Workshop # 1; and (ii) a maximum amount of \$700.00 for a portion of its labor and travel costs for participating in Workshop # 2. **WSP** shall provide at least two (2) representatives to participate in each Workshop.

- D. **WSF** shall not be liable for any **AGENCY** costs that exceed **WSF's** financial contribution specified herein, unless each **AGENCY** agrees to enter into a written supplemental agreement for such costs in advance of the occurrence thereof.

- E. At the conclusion of the workshops, each **AGENCY** may submit a one-time, lump sum invoice to **WSF** for the labor and/or travel costs incurred in the performance of the Agreement, as authorized herein. Such invoice shall be mailed to: **WSF Capital Accountant**, 2911 2nd Avenue, Seattle, WA 98121. The invoice should reference "Agreement No. GCA 3557", and be accompanied by supporting documentation of charges against **WSF's** financial contribution. **WSF** shall pay such invoice within thirty (30) days after receipt.
- F. It is agreed that payment by **WSF** will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time any final audit that may occur. In the event that such final audit indicates an overpayment, the other **AGENCIES** agree to refund the overpayment to **WSF** within ninety (90) days after receipt of an invoice from **WSF**.

V.

CHANGES IN PROJECT

In the event any change is required in the scope of work under this Agreement, approval must be secured from **WSF** and each of the **AGENCIES** prior to beginning such work. Reimbursement for increased work, cost and/or a substantial change in the scope of work shall be limited to costs covered by a written supplemental agreement signed by **WSF** and each of the **AGENCIES**.

VI.

MAINTENANCE OF RECORDS

During the term of this Agreement, and for a period of not less than three (3) years from the date of final payment to the **AGENCIES**, records and accounts pertaining to the Questionnaire and workshop activities (and any other agreed upon work) are to be kept available for inspection and audit by representatives of **WSF** and/or **USDOT**. Copies of the records shall be furnished to **WSF** and/or **USDOT** upon request, and shall be maintained in accordance with generally accepted accounting practices.

VII.
NON-DISCRIMINATION

In the performance of this Agreement, the Parties shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended. The Parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, sexual orientation, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

1. Any terms or conditions of employment, to include taking affirmative action necessary to accomplish the objectives of this Section; and
2. Offering individuals or firms the opportunity to participate in this project through a subcontract or consultant selection process (if any) provided for in this Agreement.

In the event of any Party's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the defaulting Party declared ineligible for further agreement with the other Parties. The defaulting Party shall, however, be given a reasonable time in which to cure the noncompliance.

VIII.
INDEMNIFICATION

WSF and each of the **AGENCIES** agrees to indemnify and hold harmless each of the other parties, their officers, agents and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by such Party's (i.e. indemnitor's) own negligence or that of its officers, agents, employees or contractors in performance of this Agreement.

IX.
TERMINATION

- A. An **AGENCY** may terminate its participation in this Agreement, and shall provide no less than two (2) weeks' prior written notice of such termination to all other Parties.

- B. Without limitation to such rights as any Party shall otherwise have by law, the right of any of the **AGENCIES** to terminate its participation in this Agreement shall be effective only to the extent of their status as a Party to this Agreement. Termination by any **AGENCY** shall not operate to terminate the Agreement for any or all other **AGENCIES**.

X.
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

XI.
LEGAL RELATIONS

No liability shall attach to the Parties by reason of entering into this Agreement, except as expressly provided herein.

XII.
GOVERNING LAW

This Agreement shall be deemed to be made in the County of Thurston, State of Washington, and the legal rights and obligations of the Parties shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of Thurston, State of Washington.

XIII.
COUNTERPARTS

- A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

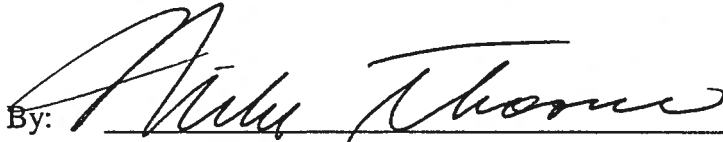
- B. Due to the number of **AGENCIES** signing this Agreement, the absence of signature by one (1) or more **AGENCIES** will not invalidate the effectiveness of the Agreement for the remaining signatories to the Agreement.

XIV.
ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the entire agreement between the Parties relative to the subject matter herein. There are no terms, obligations, covenants or conditions other than those contained or referenced herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

WASHINGTON STATE FERRIES
Washington State Department of Transportation

By: 
Mike Thorne
Director / CEO

CITY OF ANACORTES FIRE DEPARTMENT

By: _____
Richard Curtis
Fire Chief

BAINBRIDGE ISLAND FIRE DEPARTMENT

By: _____
Jim Walkowski
Fire Chief

CITY OF BELLINGHAM FIRE DEPARTMENT

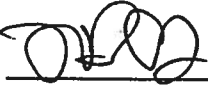
By: _____
Bill Boyd
Fire Chief

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Washington State Department of Transportation

By: _____
Mike Thorne
Director / CEO

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By:  _____
Richard Curtis
Fire Chief

BAINBRIDGE ISLAND FIRE DEPARTMENT

By: _____
Jim Walkowski
Fire Chief

CITY OF BELLINGHAM FIRE DEPARTMENT

By: _____
Bill Boyd
Fire Chief

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Washington State Department of Transportation

By: _____
Mike Thorne
Director / CEO

CITY OF ANACORTES FIRE DEPARTMENT

By: _____
Richard Curtis
Fire Chief

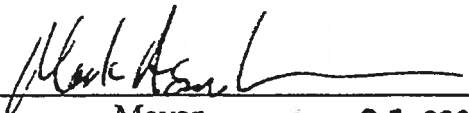
BAINBRIDGE ISLAND FIRE DEPARTMENT

By: _____
Jim Walkowski
Fire Chief

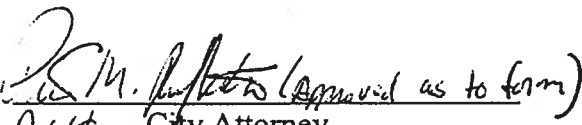
CITY OF BELLINGHAM FIRE DEPARTMENT

By: _____ *[Signature]* *7/25/03*
Bill Boyd
Fire Chief

CITY OF BELLINGHAM

By: 
Mayor JUL 31 2003

Attest: 
Finance Director

By:  (Approved as to form)
Asst. City Attorney

By: 
Fire Chief

CITY OF EVERETT FIRE DEPARTMENT

By: Frank E. Anderson
Frank E. Anderson
Mayor

APPROVED AS TO FORM

James D. Soine
MARK SOINE, City Attorney

Attest: Sharon Marks
City Clerk

**CITY OF FEDERAL WAY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____
Cary Roe
Director

CITY OF FEDERAL WAY FIRE DEPARTMENT

By: _____
Al Church
Chief/Administrator

CITY OF FRIDAY HARBOR FIRE DEPARTMENT

By: _____
King Fitch
Administrator

CITY OF EVERETT FIRE DEPARTMENT

By: _____
Murray Gordon
Chief

**CITY OF FEDERAL WAY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____
Cary Roe
Director

CITY OF FEDERAL WAY FIRE DEPARTMENT

By: _____
Al Church
Chief/Administrator

CITY OF FRIDAY HARBOR FIRE DEPARTMENT

By: C. King Fitch 7/8/03
King Fitch
Administrator

ISLAND COUNTY DEPARTMENT OF EMERGENCY SERVICES

By: Wm. L. McDowell 7-14-03
Wm. L. McDowell, Chairman
Board of Island County Commissioners

By: Betty J. Kemp
Betty J. Kemp
Director

By: D. Holloran
Dave Holloran
Deputy Director

**JEFFERSON COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____
Bob Minty
Director

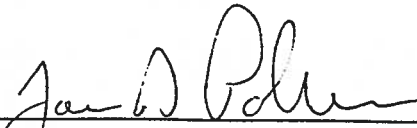
JEFFERSON COUNTY FIRE DISTRICT NO. 3

By: _____
Wayne Kier
Fire Chief

KING COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Eric Holdman
Director

KING COUNTY FIRE DISTRICT NO. 26

By: 
Jim Polhamus
Fire Chief

KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Phyllis Mann
Director

KITSAP FIRE DISTRICT NO. 7

By: _____
Rick Metzger
Commissioner

CITY OF MARYSVILLE FIRE DEPARTMENT

By: _____
Greg Corn
Fire Chief


KING COUNTY FIRE DISTRICT NO. 26

By: _____
Jim Polhamus
Fire Chief

KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Phyllis Mann
Director

KITSAP FIRE DISTRICT NO. 7

By:  _____
Mike Brown
Fire Chief

CITY OF MARYSVILLE FIRE DEPARTMENT

By: _____
Greg Corn
Fire Chief

KING COUNTY FIRE DISTRICT NO. 26

By: _____
Jim Polhamus
Fire Chief


KITSAP COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Phyllis Mann
Director

KITSAP FIRE DISTRICT NO. 7

By: _____
Rick Metzger
Commissioner

CITY OF MARYSVILLE FIRE DEPARTMENT

By:  _____
Greg Corn
Fire Chief

CITY OF MUKILTEO FIRE DEPARTMENT

By: Jack Colbath 6/25/03
Jack Colbath
Fire Chief

NORTH KITSAP FIRE & RESCUE

By: _____
Guillian Gregory
Chairwoman

CITY OF OLYMPIA FIRE DEPARTMENT

By: _____
Larry Dibble
Fire Chief

PIERCE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Steve Bailey
Director


CITY OF MUKILTEO FIRE DEPARTMENT

By: _____
Jack Colbath
Fire Chief

NORTH KITSAP FIRE & RESCUE

By: _____
Guillian Gregory
Chairwoman

CITY OF OLYMPIA FIRE DEPARTMENT

By:  _____
Larry Dibble
Fire Chief

PIERCE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Steve Bailey
Director

CITY OF MUKILTEO FIRE DEPARTMENT

By: _____
Jack Colbath
Fire Chief

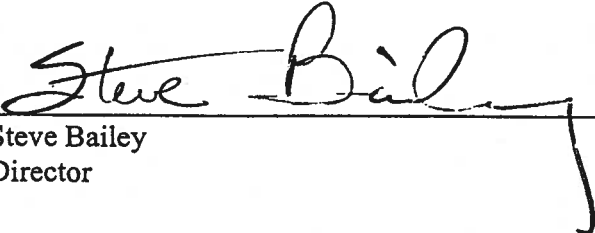
NORTH KITSAP FIRE & RESCUE

By: _____
Guillian Gregory
Chairwoman

CITY OF OLYMPIA FIRE DEPARTMENT

By: _____
Larry Dibble
Fire Chief

PIERCE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By: 
Steve Bailey
Director

PIERCE COUNTY FIRE DISTRICT NO. 2

By: _____

Paul Webb
Fire Chief


PIERCE COUNTY FIRE DISTRICT NO. 5

By: _____

Bob Black
Fire Chief

CITY OF PORT ANGELES FIRE DEPARTMENT

By: _____


Mike Quinn
City Manager

CITY OF PORT TOWNSEND FIRE DEPARTMENT

By: _____

David Timmons
City Administrator

PIERCE COUNTY FIRE DISTRICT NO. 2

By: _____

Paul Webb
Fire Chief

PIERCE COUNTY FIRE DISTRICT NO. 5

By: _____

Bob Black
Fire Chief

CITY OF PORT ANGELES FIRE DEPARTMENT

By: _____

Mike Quinn
City Manager

CITY OF PORT TOWNSEND FIRE DEPARTMENT

By: _____

David Timmons
for

David Timmons
City Administrator

SKAGIT COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

By:

Thomas Sheahan
Director

**SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By:

Roger Serra
Director

**SOUTH SNOHOMISH COUNTY EMERGENCY SERVICES
COORDINATING AGENCY**

CITY OF EDMONDS FIRE DEPARTMENT

CITY OF LYNNWOOD FIRE DEPARTMENT

SOUTH SNOHOMISH FIRE DISTRICT NO. 1

SOUTH SNOHOMISH FIRE DISTRICT NO. 7

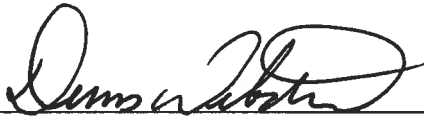
By:



Lyn Gross
Emergency Services Director, SSCESCA

SOUTH WHIDBEY FIRE DISTRICT NO. 3

Island County Fire District No. 3
5535 Cameron Road
Freeland, WA 98249

By: 
Dennis Webster
Chairman

STEILACOOM DEPARTMENT OF PUBLIC SAFETY

By: _____
Robert Drozynski
Fire Chief

CITY OF TACOMA DEPARTMENT OF EMERGENCY SERVICES


By: _____
Patti McQuillin
Director

CITY OF TACOMA FIRE DEPARTMENT

By: _____
Gary Steinhoff
Deputy Fire Chief

By: _____
Dennis Webster
Chairman

STIELACOOM DEPARTMENT OF PUBLIC SAFETY

By:  _____
Robert Drozynski
Fire Chief

CITY OF TACOMA DEPARTMENT OF EMERGENCY SERVICES

By: _____
Jeff Jensen
Director

CITY OF TACOMA FIRE DEPARTMENT

By: _____
Gary Steinhoff
Deputy Fire Chief

**THURSTON COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____

Lester Olson
Director

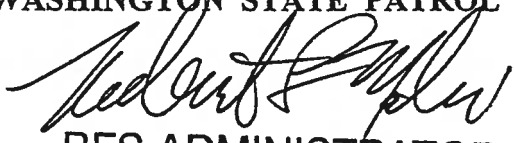
VASHON ISLAND FIRE & RESCUE

By: _____

Jim Wilson
Fire Chief

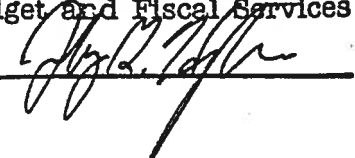
WASHINGTON STATE PATROL

By: _____


BFS ADMINISTRATOR
Ronal Serpas
Chief

Budget and Fiscal Services

By _____



**WHATCOM COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____

Neil Clement
Director

**THURSTON COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

By: _____

Lester Olson
Director

VASHON ISLAND FIRE & RESCUE

By: _____

Jim Wilson
Fire Chief


WASHINGTON STATE PATROL

By: _____

Ronal Serpas
Chief

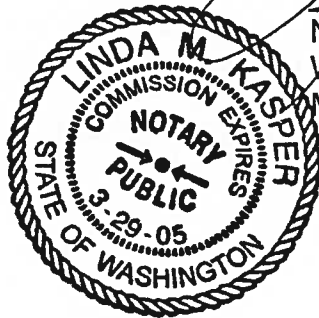
WHATCOM COUNTY DIVISION OF EMERGENCY MANAGEMENT

By: _____


Pete Kremen
Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 24th day of June, 2001, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Linda M. Kasper
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My Commission expires: 3/29/05

Approved as to form:

Randall J. Watts
RANDALL J. WATTS
Chief Civil Deputy
Prosecuting Attorney

SIDNEY FIRE DEPARTMENT

By: _____

Dan Holder
Fire Chief

VICTORIA FIRE DEPARTMENT

By: _____

Richard Couch
Deputy Fire Chief

Approved as to form for Washington State Ferries:

By: _____

Andrew Scott
Andrew Scott
Assistant Attorney General

Date: _____

6/30/03

EXHIBIT A

WASHINGTON STATE FERRIES

**WEAPONS OF MASS DESTRUCTION
MITIGATION PROGRAM**

PHASE II AGREEMENT NO. GCA 3557

PARTICIPATING PUBLIC AGENCIES

(as of June 23, 2003)

PARTICIPATING PUBLIC AGENCIES

A. Fire Departments

1. City of Anacortes Fire Department
2. Bainbridge Island Fire Department
3. City of Bellingham Fire Department
4. City of Bremerton Fire Department
5. Central Whidbey Fire District No. 5 (Coupeville)
6. Clallam County Fire District No. 3 (Sequim)
7. City of Edmonds Fire Department
8. City of Everett Fire Department
9. City of Federal Way Fire Department
10. City of Friday Harbor Fire Department
11. Jefferson County Fire District No. 1 (Chimacum)
12. Jefferson County Fire District No. 3 (Port Ludlow)
13. King County Fire District No. 26 (Des Moines)
14. Kitsap Fire District No. 7 (Port Orchard)
15. City of Lynnwood Fire Department
16. City of Marysville Fire Department

17. City of Mukilteo Fire Department
18. North Kitsap Fire and Rescue (Kingston)
19. City of Olympia Fire Department
20. Pierce County Fire District No. 2 (Lakewood)
21. Pierce County Fire District No. 5 (Gig Harbor)
22. City of Port Angeles Fire Department
23. City of Port Townsend Fire Department
24. City of Seattle Fire Department
25. Port of Seattle Fire Department
26. South Snohomish Fire District No. 1
27. South Snohomish Fire District No. 7
28. South Whidbey Fire District No. 3 (Freeland)
29. City of Tacoma Fire Department
30. City of Vashon Island Fire Department
31. Sidney Fire Department (Sidney, B.C., Canada)
32. Victoria Fire Department (Victoria, B.C., Canada)

B. Emergency Management Agencies

1. Clallam County Department of Emergency Management
2. City of Federal Way Department of Emergency Management
3. Island County Department of Emergency Services
4. Jefferson County Department of Emergency Management
5. King County Department of Emergency Management
6. Kitsap County Department of Emergency Management
7. Pierce County Department of Emergency Management
8. City of Seattle Department of Emergency Management
9. San Juan County Department of Emergency Management
10. Skagit County Department of Emergency Management
11. Snohomish County Department of Emergency Management
12. South Snohomish County Emergency Services Coordinating Agency
13. Steillicoom Department of Public Safety
14. City of Tacoma Department of Emergency Services

15. Thurston County Department of Emergency Management
16. Whatcom County Division of Emergency Management

C. Washington State Patrol

- Special Weapons and Tactics Unit – Hazmat Team
- Fire Protection Bureau

NOTE: Washington State Ferries may periodically update this Exhibit to reflect Participating Agencies and State and Local Advising Agencies added or deleted during the Agreement. Each updated Exhibit shall be attached to the Agreement and shall replace / supersede the prior Exhibit, without a formal Agreement supplement.