

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Emergency Management and Security

DATE: March 10, 2020

REQUESTED ACTION: Council approval of a Memorandum of Agreement between Clark County and the Federal Emergency Management Agency for the use of the Clark County Event Center in the event of a Presidential Declaration.

Consent Hearing County Manager

BACKGROUND

This agreement lays the groundwork for cooperation between the county and FEMA for the use of specified facilities, and addresses key responsibilities, as well as legal and liability aspects that would need to be negotiated in the middle of an incident response if the agreement were not in place. The agreement puts us a step ahead and allows us to focus on availability and logistics during a response.

The agreement would allow FEMA to use the Event Center Exhibition Hall, the South Hall 3 building, and approximately 25 acres of grass parking and paved parking areas. FEMA's intended use of the facilities would be to establish a temporary Incident Support Base, Federal Staging Area, Responder Support Camp, Personnel Mobilization Center, Manufactured Housing Unit Staging Area, or Field Medical Station depending on incident needs.

The fairgrounds manager was instrumental in the discussions between the county and FEMA and has signed the agreement. An important component of the agreement is that the county is under no obligation to provide the facilities; the county makes the determination that the requested facility/facilities are "available".

If approved, the agreement will be in effect through December 31, 2024 unless extended by written amendment. Either party may terminate the agreement upon 45 days written notice.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	N/A

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Memorandum of Agreement between Clark County and FEMA



Mike Lewis
Emergency Management/Security Coordinator

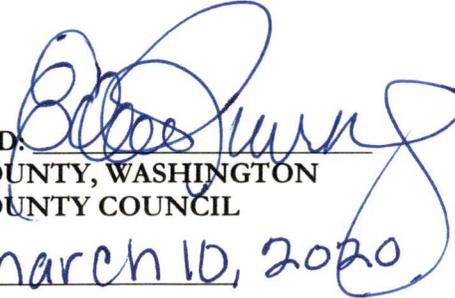


Ahmad Qayoumi, PE
Public Works Director/County Engineer



for Cherie Sabug
Interim Finance Division Manager

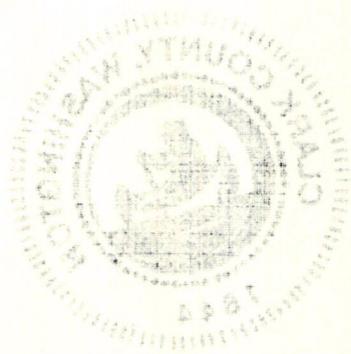
Primary Staff Contact: Mike Lewis, Ext. 4838

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: March 10, 2020

SR# 036-20





CLARK COUNTY
WASHINGTON
MARCH 10, 1900
1900



FEMA

FEB 1 1 2020

Mr. Mike Lewis
Emergency Management Coordinator
Clark County Public Works
1300 Franklin Street
Vancouver, Washington 98660

RE: Memorandum of Agreement between Clark County, Washington and
the Federal Emergency Management Agency (FEMA)

Dear Mr. Lewis:

Thank you for engaging with the Department of Homeland Security's FEMA Region X Response Division's Logistics Branch and entering into the enclosed Memorandum of Agreement (MOA) with us. This is an important step in operationalizing FEMA's planning efforts for a Cascadia Subduction Zone (CSZ) incident and other potential disasters in Washington State.

I believe a large-scale response to a major disaster in Washington State will be a substantial logistical undertaking. Having agreements like this in place and working with our stakeholders to manage staging expectations and processes will pay dividends in our preparedness efforts.

Thank you again. I look forward to continuing our work together to make the Pacific Northwest more resilient.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael F. O'Hare".

Michael F. O'Hare
Regional Administrator

Enclosure

**MEMORANDUM OF AGREEMENT BETWEEN
U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY REGION X
AND
CLARK COUNTY, WASHINGTON**

I. PARTIES: The parties to this Memorandum of Agreement ("Agreement") are the **U.S. Department of Homeland Security/Federal Emergency Management Agency ("FEMA")** and **CLARK COUNTY, WASHINGTON ("COUNTY")**

II. AUTHORITY: This Agreement is authorized by:

A. Sections 503, 504, and 507 of the Homeland Security Act of 2002, Pub. L. No. 107- 296, Title V (2002) (codified as amended at 6 U.S.C. §§ 313, 314, and 317)

B. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93- 288 (1974) (42 U.S.C. § 5151)

C. Delegation of Authority to the Regional Administrators, DELEGATION OF AUTHORITY Federal Emergency Management Agency (FEMA) Delegation Number: FDA 0106-1, Issue Date: 03/02/2016

III. PURPOSE: In the event of a Presidential Declaration, **FEMA** desires to use, and the **COUNTY** agrees to license and permit **FEMA** to use the following described property (hereinafter referred to as the "Premises") at no lease cost to **FEMA**: Temporary use of the Clark County Event Center so that **FEMA** can establish an Incident Support Base, Federal Staging Area, Responder Support Camp, Personnel Mobilization Center, Manufactured Housing Unit Staging Area, or a Field Medical Station. The **COUNTY** shall provide the following located at the Clark County Event Center (CCEC) (see attached images @ Fig. 2 - 4):

- If available, all or part of the 97,000 +/- SF Event Center Exhibition Hall (Fig. 2)
- If available, all 17,000 +/- SF of the South Hall 3 building (Fig. 3)
- If available, and with coordination with the Amphitheater Lessee during the contracted Amphitheater season (May 1 – Oct 1), use of the approximately 25 acres of grass parking on the northeast side and the paved (gravel chip) parking areas.

IV. RESPONSIBILITIES:

A. FEMA shall:

- 1.** Notify the **COUNTY** as soon as practicable of activation of CCEC and requirements for resources or changes to plans or other activities required by **FEMA**. Provide the **COUNTY** with a projected timeline for use of the Premises and the date and time for which the property must be available to **FEMA**. Notice shall be in writing, unless impracticable, in which case **FEMA** shall provide oral notice and send later written confirmation of notice upon request.
- 2.** Notify the **COUNTY** at least seven (7) days prior to departure from the property unless circumstances render such notice impractical.
- 3.** Maintain the Premises in a clean and orderly condition. Return the Premises to the **COUNTY** in substantially the same condition as when FEMA initially was granted permission to utilize the Premises pursuant to this Agreement, less ordinary wear and tear.
- 4.** Be responsible for any additional costs associated with its use, occupancy, and operations on the Premises.
- 5.** At its expense, provide any required security or other services deemed necessary by **FEMA** under separate contract.

B. The COUNTY shall:

- 1.** Allow **FEMA** to occupy the Premises and to stage resources and other equipment necessary to carry out their mission on the Premises.
- 2.** Allow **FEMA** to park and utilize telecommunications vehicles on the Premises and to run telecommunications cables in and around the Premises.
- 3.** Permit **FEMA** access to the Premises twenty-four (24) hours per day, seven (7) days per week, and provide **FEMA** with all necessary means to access all parts of the Premises as aforementioned.
- 4.** Permit **FEMA** to install, if necessary, fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage, electrical and telecommunications upgrades, and other personal property necessary to carry out the intended use of the Premises.
- 5.** Identify any other areas outside of those agreed upon in Section III of this Agreement which will require execution of a separate agreement.

V. OTHER PROVISIONS:

- A. Prior to activation, **FEMA** will coordinate with WA-EMD to resolve potential overlapping usage of the Premises that may exist.
- B. Nothing in this Agreement is intended to conflict with current law or regulations or the directives of **FEMA** or the **COUNTY**. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- C. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- D. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act, and any other applicable statute, Executive Order, or regulation.
- E. This Agreement is between **FEMA** and the **COUNTY** and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against the **COUNTY**, their officers or employees or any other person.
- F. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
- G. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The DHS seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through OHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal.
- H. The **COUNTY** warrants that the Premises may be used for the purposes intended by **FEMA** as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on **FEMA** to inspect for toxic material or latent environmental conditions, which could be affected by **FEMA's** intended use of the Premises. Any known environmental conditions, which could affect **FEMA's** use of the Premises, known to the **COUNTY**, must be disclosed to **FEMA**. Other than the **COUNTY's** disclosure of known environmental conditions, if any, **FEMA** takes the Premises as is.
- I. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement. Any changes to this Agreement must be made in writing with the mutual consent of the parties.
- J. **FEMA** understands that some of the area depicted in this MOA may not be available for use at the time of execution due to **COUNTY/CCEC** commercial needs or other contingencies making the land unavailable.

VI. POINTS OF CONTACT:

A. The FEMA Point of Contact is:

Michael Brockett
Logistics Branch Chief
Region 10 Response Division
130 228 St. SW
Bothell, WA98021
(425) 487-4712 (office)
(425) 890-8191 (cell)
Michael.brockett@fema.dhs.gov

B. The COUNTY Point of Contact is:

Mike Lewis
Emergency Management Coordinator
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
(564) 397-4838 (office)
(360) 836-9134 (cell)

The CCEC Point of Contact is:

John R. Morrison, Jr.
Fairground Manager/CEO
17402 NE Delfel Rd
Ridgefield, WA 98642
(360) 397-6180 (office)
(360) 921-4346 (cell)

VII. EFFECTIVE DATE: The terms of this Agreement will become effective on the date and signature of the representatives of all parties.

VIII. MODIFICATION: This Agreement may be modified upon the mutual written consent of FEMA and the COUNTY.

IX. TERMINATION: This Agreement will terminate on February 1, 2025, unless extended by written amendment of this Agreement. Either party, upon forty-five (45) days written notice to the other party, may terminate this Agreement.

X. NON-FUND OBLIGATING AGREEMENT: This Agreement is not a fiscal or funds obligation document. Any funds, services, or equipment provided to accomplish the goals anticipated under this Agreement are done so without expectation of reimbursement or the payment of fees related to the provision. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be

independently authorized by appropriate statutory or other authority. This Agreement does not provide such authority.

XI. LIABILITY:

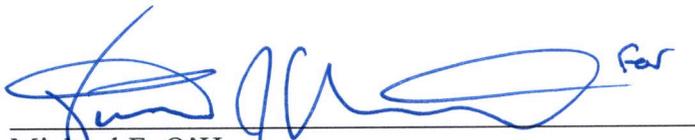
- A. The parties to this Memorandum of Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment

- B. FEMA and the COUNTY further agree to notify each other promptly of any claims arising under this Agreement, and to cooperate in good faith to resolve any claims promptly and appropriately. Each party's designated legal representatives will, within seven (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims.

XII. APPLICABLE LAW: Federal law shall govern this Agreement.

XIII. APPROVED BY: The following persons are authorized to sign this Agreement on behalf of their respective party.

On Behalf of **DHS/FEMA Region X:**



Michael F. O'Hare
Regional Administrator
FEMA Region X

11 FEB 202
Date

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Clark County Signatures on Next Page

On Behalf of **CLARK COUNTY:**

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

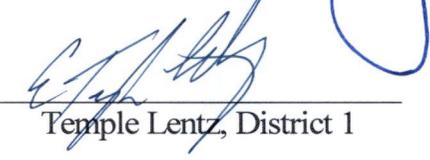


Clerk to the Council

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: 

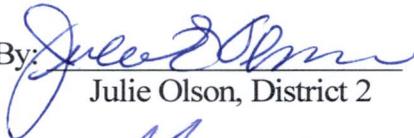
Eileen Quiring, Chair

By: 

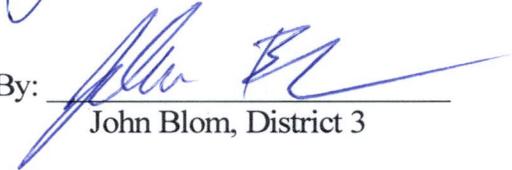
Temple Lentz, District 1

By: 



By: 

Julie Olson, District 2

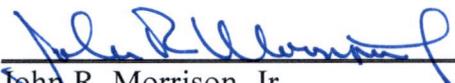
By: 

John Blom, District 3

By: 

Gary Medvigy, District 4

On Behalf of Clark County Event Center:



John R. Morrison, Jr
Fairgrounds Manager/CEO

2-24-2020

Date

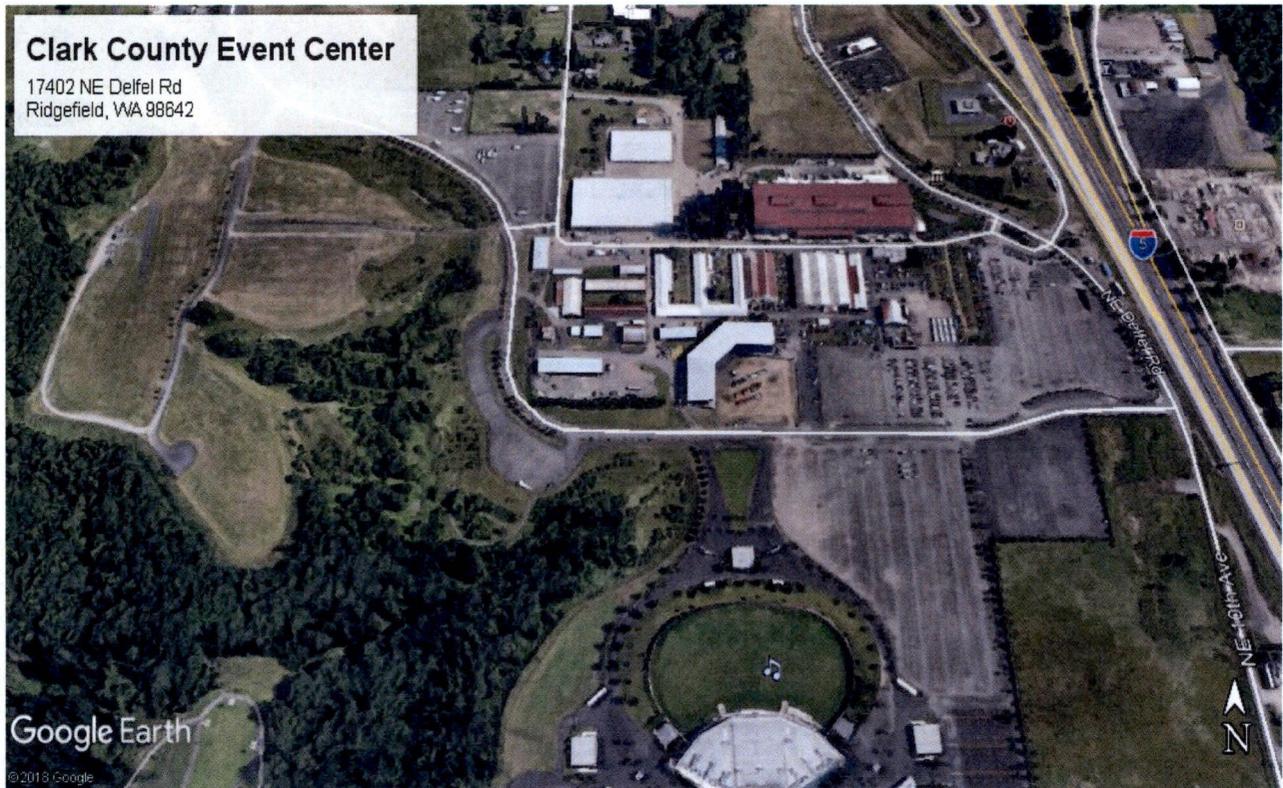


Figure 1 - Event Center Aerial Overview



Figure 2 – Exhibition Building



Figure 3 – 17,000SF South Hall 3



Figure 4 – 25 Acre Grass Parking Area

Memorandum of Agreement – Event Center Facilities

Public Works, Emergency Management

March 10, 2020



Memorandum of Agreement – Event Center Facilities

- Agreement between Clark County and FEMA for the use of the Event Center facilities in the event of a Presidential Declaration
- Purpose / Key Components:
 - Having an agreement in place speeds up the process during an incident and allows emergency managers to focus on response
 - Identifies FEMA's intended use of the event center facilities and establishes which facilities may be used
 - County is under no obligation to provide facilities; County decides if the facilities are “available”
 - Fairgrounds manager involved in the process and instrumental in discussions with FEMA



Memorandum of Agreement – Event Center Facilities

- Event Center facilities:
 - All or part of the Event Center Exhibition Hall
 - All of the South Hall 3 building
 - Use of approximately 25 acres of grass parking and the paved parking areas.
 - In coordination with the Amphitheater Lessee during contracted season (May 1 – Oct 1)
- Length of the Agreement
 - Ends January 1, 2025 unless extended by written agreement
 - Either party may terminate the Agreement upon 45 days notice



Clark County Event Center Facilities in the MOA

