

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 26-266

APPROVING THE INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT
PLANNING SERVICES BETWEEN SNOHOMISH COUNTY AND
THE PORT OF EVERETT

WHEREAS, the County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC; and

WHEREAS, the County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW; and

WHEREAS, many cities, towns, tribes, and special purpose districts have indicated an interest in contracting with the County for emergency management services; and

WHEREAS, SCDEM has led and managed a countywide mitigation planning effort every five years to update and implement the Snohomish County Hazard Mitigation Plan (HMP) beginning with the 2005 HMP; and

WHEREAS, each planning effort involved multiple local, tribal, and special purpose district partners;

NOW, THEREFORE ON MOTION, pursuant to 22 years of collaborative hazard mitigation planning involving multiple local and tribal partners, the Snohomish County Council authorizes the Executive to enter into and execute the attached interlocal agreement for emergency management services with the Port of Everett.

PASSED this _____ day of _____, 2026.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Deputy Clerk of the Council

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the “Agreement”) is made and entered into this 4th day of June, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the PORT OF EVERETT, a special purpose district of the State of Washington (the “Port”) (individually “Party” and collectively “Parties”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter “SCDEM”) as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the Port’s responsibilities and obligations under Chapter 38.52 RCW.

D. The County and Port believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Port agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and Port emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and Port.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect for twelve (12) months from the date of the last signature, unless earlier terminated pursuant to the provisions of Section 11 below, PROVIDED HOWEVER, that each Party’s obligations after December 31, 2026, are contingent upon local

legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ Initial Administrators shall be the following individuals:

County’s Initial Administrator:

Lucia Schmit, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

Port’s Initial Administrator:

Erik Gerking, Chief of Planning and
Development
Port of Everett
1205 Craftsman Way, Suite 200
Everett, WA 98201

Either Party may change its Administrator at any time by delivering written notice of such Party’s new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the Port during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will provide the Services as described in Schedule A, attached hereto and incorporated herein. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The Port shall remain responsible for any other services the Port is otherwise required by law to perform.

5. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Port. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Port. The County has the express right to direct and control the County’s activities in providing the Services in accordance with the specifications set out in this Agreement. The Port shall only have the right to ensure performance. The Port shall be consulted in any changes of designated County representative.

6. Compensation.

6.1 Service Charge. The Port shall pay a Service Charge, comprised of hours worked at the hourly rates of assigned staff, to the County not to exceed \$25,000 for the services described in this Agreement's Schedule A.

6.2 Invoicing. The Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Port or its designee for the Service Charge for all services performed by the County. The Port shall be responsible for complete and timely payment of all amounts invoiced. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Service Charge is due no later than thirty (30) days after the Port receives an approved invoice from SCDDEM.

7. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

8. Privileges and Immunities.

Whenever the employees of the County or the Port are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the Port in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the Port in Chapter 38.52 RCW.

9. Liability Related to Port Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Port from any liability or responsibility which arises in whole or in part from the existence or effect of Port ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Port ordinance, policy, rule or regulation is at issue, the Port shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Port, the County, or both, the Port shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other Party. If this Agreement is terminated the Port will pay for all work provided up to the date of termination.

12. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

13. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

15. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

16. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

18. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

19. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

20. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

21. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

22. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

23. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

24. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

25. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

26. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the Port and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

27. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

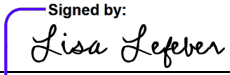
COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name:
Title:

PORT:

Port of Everett , a Washington special
purpose district

Signed by:

By _____
Name: Lisa LeFebvre
Title: CEO/Executive Director

Approved as to indemnification provisions:

Rousseau,
Stephanie

Risk Management

Digitally signed by Rousseau,
Stephanie
Date: 2026.06.29 13:07:19 -05'00'

Approved as to Form:

Signed by:
Mikki Thompson

Port Attorney

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Approved as to Form:

Deputy Prosecuting Attorney

Schedule A
PORT OF EVERETT HMP ANNEX
SCOPE OF WORK AND COMPENSATION

Snohomish County Department of Emergency Management (SCDEM) provides the following services to Port of Everett. This is a proposed six-month timeline for one program analyst with the support of a program manager, with a budget not to exceed \$25,000.

PLANNING:

1. Review Existing Plans and Stakeholder Outreach Est. Fee \$2,697
 - a. Project Kick-off with Port of Everett.
 - b. Review existing Port plans, including any comprehensive planning documents and capital improvement program which will provide the basis for the Annex.
 - c. Develop stakeholder list with Port staff and complete stakeholder outreach.
 - d. Determine the participants included in the planning team with Port staff and assemble the planning team.

2. Risk and Capabilities Assessment Est. Fee \$2,697
 - a. Review the 2025 Snohomish County HIRA to determine what Hazards would impact the Port of Everett.
 - b. Complete an inventory of Port of Everett Assets at Risk.
 - c. Complete an inventory of the Authorities, Responsibilities, and Capabilities.
 - d. Each hazard will have analysis written that includes the risks, impacts and consequences.

3. Mitigation Strategy Development Est. Fee \$3,532
 - a. Port of Everett staff will participate in a Mitigation Strategy Workshop facilitated by SCDEM.
 - b. Port of Everett staff will develop Mitigation Action Items using the Mitigation Action Item template and submit them to SCDEM to be included in the Annex.

4. Annex Draft Est. Fee \$6,229
 - a. An Annex draft plan will be developed using the 2025 Snohomish County HMP Annex template.
 - b. The draft document will be submitted to Port of Everett for review. Then the final document will be sent to Port of Everett for approval

5. Public Outreach Est. Fee \$1,348

- a. The final draft document will be posted on the Port of Everett's website for a 30-day comment period.

6. Approval and Adoption Est. Fee \$674

- a. SCDEM will submit the final draft document for approval by the Washington Emergency Management Division (WA EMD) and the Federal Emergency Management Agency (FEMA).
- b. If needed, SCDEM will support Port staff in presenting the final document for adoption to the Port of Everett Commission.
- c. SCDEM will submit the final adoption documentation to WA EMD and FEMA.

7. Project Support and Oversight Est. Fee \$3,715

- a. Fiscal Support
- b. Director Oversight

Project Budget will not exceed \$25,000.