

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND PACIFIC
NORTHWEST ECONOMIC REGION FOR REGIONAL CATASTROPHIC
PREPAREDNESS MARITIME WORKSHOPS**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the “Agreement”) is made and entered into this ___ day of _____, 20___, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and PACIFIC NORTHWEST ECONOMIC REGION, a public/private nonprofit entity codified under Chapter 43.137 RCW (the “PNWER”) (individually “Party” and collectively “Parties”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The Pacific Northwest Economic Region (PNWER) is a multi-state and multi-province regional planning and facilitation organization created under RCW 43.147.010 to deal with transboundary policy and planning in the Pacific Northwest; and

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; and

C. PNWER launched the Regional Disaster Resilience and Homeland Security Program in November 2001 with the goal of improving the Pacific Northwest’s ability to withstand and recover from all-hazards disasters and to protect its critical infrastructures from all-hazards disasters; and

D. PNWER has developed and conducted regional infrastructure interdependencies initiatives focused on various threat scenarios that include regional cross-sector/cross discipline workshops and exercises to better understand threats and vulnerabilities and to develop strategies for action to address threats and vulnerabilities; and

E. PNWER conducted a series of Pre-Disaster Recovery Interdependencies workshops in coordination with the County in 2013 as part of the Pre-Disaster Recovery Planning process, developing a cross-sector and cross-discipline framework and network for the recovery process between public sector agencies and private sector stakeholders, including in the maritime industry; and

F. PNWER assisted in preparing and publishing the Puget Sound Regional Maritime Transportation Disaster Recovery Exercise Program in 2014, which incorporated the maritime industry; and

G. The County received a Regional Catastrophic Preparedness Grant in 2019, to analyze interruptions in supply chain logistics after a catastrophic earthquake, and develop a GIS model to provide recommended sites for Community Points of Distribution (CPODs) for food and water within eight counties in the Puget Sound Region; and

H. Two of the emphasis goals of the Regional Catastrophic Preparedness Grant

Program (RCPGP) are to assess the region’s maritime capacity by identifying potential roles and responsibilities of the maritime industry and to assess the capacity of the industry to assist with the delivery of essential food, water and life sustaining goods after a major earthquake; and

I. The County and PNWER 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 PNWER 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 establish the terms and conditions under which the County, through DEM, and PNWER will develop and provide maritime capacity workshops and develop best practices for maritime capacity assessment and deployment after a M9.0 Cascadia Subduction Zone seismic event, all as further described in Section 4 below and the attached Exhibit A Scope of Services.

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 through March 30, 2022, unless otherwise amended or terminated in writing, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

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:

Jason Biermann, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203
(425) 388-5065

PNWER Initial Administrator:

Brandon Hardenbrook
Deputy Director, PNWER
World Trade Center West
2200 Alaskan Way, Suite 460
Seattle, WA 98121
(206) 443-7723

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

4. Scope of Services.

PNWER shall undertake and complete the work outlined in Exhibit A, Summary of Scope of Work, attached hereto and incorporated herein by this reference. The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which PNWER practices or operates at the time the services are performed. PNWER shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by PNWER in connection with performing the services shall be of good quality. PNWER represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

5. Compensation of Services.

5.1 Invoicing and Payment. PNWER shall invoice DEM for all Services performed by the PNWER that shall be signed by an authorized representative of PNWER. PNWER's authorized representative shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonable incurred in accordance with this Agreement. Invoices may be sent on a schedule that is mutually convenient to the parties, but not more than monthly. Invoices will be based on the completion of each workshop and then a final upon delivery of the report summaries. PNWER shall include with each invoice documentation of all costs for labor, materials for work described or included in the invoice. Unless the County delivers written notice to the PNWER disputing the amount of a particular invoice, the County shall make payment on all invoices submitted by the PNWER within thirty (30) days of the invoice date.

5.2 Contract Maximum The maximum amount payable to PNWER from the County under this Agreement is fifty-two thousand five hundred dollars and no/100 (\$52,500). PNWER shall not undertake work on behalf of the County when such work is expected to exceed this Contract Maximum absent first obtaining written approval from the County.

6. Default and Termination.

6.1 If either party fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have five (5) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement and subject to immediate termination by the non-defaulting party; provided, however, that if the non-performance is of a type that could not reasonably be cured within said five (5) day period, then the non-performing party shall not be in Default if it commences cure within said five (5) day period and thereafter diligently pursues cure to completion.

6.2 Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event of termination of this Agreement, the terminating Party 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.

7. Records Retention.

During the progress of the work and for a period not less than six (6) years from the date of final payment by the County, the records and accounts pertaining to the project and accounting therefore are to be kept available for inspection and audit by the state and/or federal government and copies of all records, accounts, documents, or other data pertaining the financial reimbursement of the project will be furnished upon request. All other records will follow state records retention schedules for election records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

8. Access to Records.

The following access to records requirements apply to this Agreement: (1) The Contractor agrees to provide Snohomish County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. County Nondiscrimination.

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

PNWER shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by PNWER of PNWER's compliance with the requirements of Chapter 2.460 SCC. If PNWER is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect PNWER's obligations under other federal, state, or local laws

against discrimination.

10. Federal Nondiscrimination.

The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. The County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

11. Hold Harmless and Indemnification.

The parties agree to the following:

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. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

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. In any action to enforce the provisions of this Section, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred from the other Party. This indemnification and waiver shall survive the termination of this Agreement.

12. Rights in Data.

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, compute programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

13. 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. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. Independent Contractor.

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

15. DHS Seal, Logo, and Flag.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. Suspension and Debarment.

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Snohomish County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Washington and Snohomish County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

21. 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.

22. 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.

23. 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.

24. No Separate Entity Necessary.

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

25. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Snohomish County, the Contractor, or any other party pertaining to any matter resulting from this Agreement.

26. 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.

27. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

28. 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.

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

COUNTY:

PNWER:

Snohomish County, a political subdivision of the State of Washington

By Lacey Harper
Name: Lacey Harper
Title: Executive Director

Digitally signed by Lacey Harper
Date: 2021.06.10 10:22:11 -07'00'

By _____
Name:
Title:

Approved as to insurance and indemnification provisions:

By Sheila Barker
Name: Sheila Barker
Title: Risk Management

Digitally signed by Sheila Barker
Date: 2021.04.13 09:40:49 -07'00'

Approved as to Form:

Rebecca J. Guadamud 04-13-2021
Deputy Prosecuting Attorney

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EXHIBIT A

SCOPE OF SERVICES

Description of Services

PNWER will facilitate and develop a series of catastrophic planning workshops within the scope of the RCPGP project, to include Snohomish County, its 8 partner counties, 4 partner cities and other members of the Regional Catastrophic Preparedness Team (RCPT), as well as other agencies and private sector organizations. The workshops will have a maritime focus that:

- Assess the maritime industry’s capabilities for transporting large goods and supplies via the Puget Sound waterways after a 9.0 Cascadia Subduction Zone (“CSZ”) seismic event; and
- Identify potential roles and responsibilities for public ports and marinas as well as private industry facilities, ships, boats and other merchant mariner vessels to serve and supply hubs, warehouses and CPOD locations after a CSZ seismic event; and
- Identify methods, resources, and opportunities for maritime shipment of goods and supplies, and provide the County with possible viable locations for receiving, storing and fulfilling CPOD orders via navigable waterways; and
- Identify best practices for a rapid assessment of port and large dock facilities, and how private sector maritime businesses can support response and recovery by deploying resources as well as supply facilities and staff after a significant seismic event.

Project Schedule

PNWER will facilitate three (3) workshops, as described above, not to exceed 6 hours each as follows:

- Workshop 1 – Kickoff event to highlight the importance of the maritime sector and opportunities to leverage the sector capabilities following a catastrophic event, provide an overview of overall project: identifying benefits and importance of the maritime sector to earthquake response and recovery. Provide briefings on seismic and tsunami impacts on the region and discuss impacts on maritime infrastructure. Provide overview of 2019 CPOD project and explain what CPODs are. Highlight the follow-on 2020 RCPG Maritime planning project to focus on six port areas and long-term planning. Begin discussion on Maritime opportunities, resources and methods for movement of large goods and life sustaining supplies via regional waterways.
- Workshop 2 – Viable locations and best practices for a rapid assessment after a seismic event
- Workshop 3 – Connecting the CPODs to the waterways

The deliverables to the County from each workshop are as follows:

- Workshop 1 – Summary report of potential roles and responsibilities for maritime partners following a major disaster
- Workshop 2 – Identification of locations of possible, viable maritime facilities for staging and distribution of goods and supplies based on realistic infrastructure damage and shake map assessments and summary report of best practices for developing a rapid assessment for maritime facilities and operations after a major seismic event, mapped locations of large and small ports, docks and marinas within the region including buildings and facilities, and resources potentially available for deployment by both the public and private sectors.

- Workshop 3 – Summary report of best practices for coordination and deployment of maritime resources for CPOD activation and distribution

Additional deliverables include:

- Overall process documentation, flow map or diagram of maritime inputs into the CPOD supply chain, and best practices assessment and deployment report for export to partner jurisdictions
- A list of locations of viable ports, docks and other facilities that could serve as hubs, warehouses or fulfillment centers for large goods and supplies, including but not limited to essential food, water and other life sustaining supplies
- Summary documents of workshop outcomes that include identification of potential maritime industry capabilities, best practices for assessing maritime facilities for use after a major seismic event and deploying resources according to the assessed potential capabilities of the maritime industry.

The parties anticipate the following timelines for each portion of the Services :

- Phase 0 – PNWER will begin project administration, scheduling and workshop preparation. PNWER will develop a project outline and timeline in addition to workshop agendas and outlines (develop, County review, refine, review, completion) – 45 days
- Phase 1 – Workshop 1 PNWER will (invitation, conduct, prepare report, County review, refine report, review, completion) – 60 days
- Phase 2 – Workshop 2 (invitation, conduct, prepare report, County review, refine report, review, completion) – 60 days
- Phase 3 – Workshop 3 (invitation, conduct, prepare report, County review, refine report, review, completion) – 60 days
- Phase 4 – Final report, process documentation and flow map/diagram (prepare report, County review, refine report, review, completion) – 30 days

As part of Phase 0 PNWER and DEM will produce a detailed schedule that shall include, but not limited to, PNWER work tasks with the following key milestones:

Kick-off meeting between PNWER and the County

- Determine dates and venues (including virtual hosting platforms)
- Invitations to participants
- Complete workshop outlines
- Complete Performance and Expectations chart
- Prepare CSZ Transportation and Supply Chain presentation
- Conduct Maritime focused workshops
- Summary documents from workshops
- Final report, documentation and flow map/diagram

The workshop summary documents shall be provided to the County within 4 weeks of the final workshop. The summary documents shall include the goals, objectives, actionable strategies for the following maritime capacity assessment and deployment framework: Maritime inputs into the CPOD supply chain, locations of public and private maritime facilities, fleets and vessels within the region, viability of public and private maritime facilities after a M9.0 CSZ event.

Reporting

Bimonthly conference calls between PNWER and DEM shall include, but not be limited to:

- Status of the scope of services;
- Problems encountered and proposed solution;
- Adherence to schedules;
- Percentage of completion; and
- Planned activities.

Invoices will be based on the completion of each workshop and then a final upon delivery of the report summaries.

Materials

All material designed as part of the Services under this Agreement shall be provided in written and electronic format and must be created in Microsoft Word, Microsoft Excel, Microsoft Outlook, and ArcGIS to allow future modification by DEM staff. The County will assume ownership of all materials generated as part of the Services delivered in accordance with the Agreement.