

**AMENDMENT NO. 1 TO
AGREEMENT FOR EMERGENCY MANAGEMENT PLANNING SERVICES**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR EMERGENCY MANAGEMENT PLANNING SERVICES (the “Amendment No. 1”) is made and entered into this 1st day of December, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), The CNA Corporation, a limited liability company registered and doing business in the State of Washington (the “Contractor”) (collectively the “Parties”).

RECITALS

A. The County and the Contractor executed an agreement entitled “Agreement for Emergency Management Planning Services” (the “Original Agreement”) on September 20, 2022;

B. On March 21, 2022, the County extended the Original Agreement for one additional year, with the revised end date of March 31, 2023, by letter issued pursuant to Section 2 of the Original Agreement.

C. On November 29, 2022, the County extended the Original Agreement for a second time for one additional year, with the revised end date of March 31, 2024, by letter issued pursuant to Section 2 of the Original Agreement.

D. The County desires to continue the emergency management planning services project with the Contractor’s professional services, to include project deliverables described in the attached Scope of Work, titled Schedule C. These additional deliverables total \$163,000 and will increase the overall project budget to a contract maximum of \$338,000.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section 1 of the Original Agreement is hereby amended to read in its entirety as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide consulting services regarding emergency management planning services. The scope of services is as defined in Schedules A and C attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. RFP-017-21SB.

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 the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

Section 2. Section 3 of the Original Agreement is hereby amended to read in its entirety as follows:

3. Compensation.
 - a. Services. The County will pay the Contractor for services as and when set forth in Schedules B and C, which are attached hereto and by this reference made a part of this Agreement.
 - b. Overhead and Expenses. The Contractor's compensation for services includes overhead and all expenses in the fully loaded rates.
 - c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.
 - d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes _____ No X

- f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$338,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

Section 3. Schedule A to the Original Agreement is hereby amended to include the additional Schedule C, attached hereto and by this reference made a part hereof.

Section 4. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

[The remainder of this page has been left blank.]

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CONTRACTOR:

The CNA Corporation, a limited liability company registered and doing business in Washington

By _____
County Executive Director Date


GIBSON.EDWARD: Digitally signed by
C. ORC3011039367: GIBSON.EDWARD.C. ORC30110
ID 39367.ID
Date: 2022.12.01 20:34:07 -05'00'

Name: Edward C. Gibson
Title: Director of Contracts and Procurement

Approved as to Form only:

 12-29-2022
Deputy Prosecuting Attorney Date

Approved as to Form:


12/8/2022
Mark E. Rosen
CNA-Senior VP, General Counsel, and Board Secretary

Approved as to insurance and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.12.29 14:19:09 -08'00'

Risk Management Date

COUNCIL USE ONLY
Approved 2/8/2023
ECAF # 2023-0023
MOT/ORD Motion 23-043

Schedule A – Scope of Services to be performed by CNA

Tasks/ Due By	Benchmarks	Deliverables
<p>2.G Conduct and compile an After Action Report (AAR)/Improvement Plan (IP) for the County Emergency Coordination Center Due by: January 2022</p>	<p>1. Data Collection: Conduct interviews and facilitate focus groups among EOC staff to gather observations and feedback on the County’s COVID-19 operations. Request and collect relevant documents, records and reports from stakeholders to identify any relevant information that might have been disseminated via all practicable media outlets. All documents will be logged.</p>	<p>Project Plan: A final project plan will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. Monitor and report on progress.</p>
		<p>Event Timeline: A draft COVID-19 response timeline will be delivered one week prior to delivering the draft AAR. It will provide a fact-based account of the COVID-19 response that will provide historical context for the AAR. A final timeline will be included in the AAR/IP.</p>
	<p>2. Analysis / Draft AAR: Develop a timeline of events based on the data collected. Synthesize the interview notes to identify common themes; conduct an analysis to identify root causes of identified concerns and issues. Identify best practices to potentially address challenges. All findings will be documented in a written draft report that will include an executive summary, narrative timeline and summaries of the analysis of each root cause observation.</p>	<p>Draft AAR: The draft AAR will be delivered one week prior to the debrief meeting and will provide analysis to be validated and refined during the debrief meeting. The draft AAR will provide the basis for corrective action development during the debrief.</p>
		<p>Improvement Plan (IP): The IP will be developed during the debrief meeting and will include corrective actions to address challenges and issues; as well as to sustain best practices. Each corrective action will include a timeline, point of contact, and other information to assist the County in tracking its implementation.</p>
	<p>3. Debrief Meeting / Final AAR/IP: A facilitator will focus the debrief meeting on validating the observations in the AAR and developing corrective actions for the improvement plan. Feedback from the debrief meeting will be incorporated into the final AAR/IP to be delivered to Snohomish County.</p>	<p>Final AAR/IP: The final AAR/IP will incorporate feedback and comments gathered during the debrief meeting and will include the final improvement plan.</p>

<p style="text-align: center;">2.H Complete the Damage Assessment Annex to the Comprehensive Emergency Management Plan Due by: March 2022</p>	<p>1. Generate damage assessment requirements: Review the County’s Risk Assessment and develop a series of scenario vignettes that clearly demonstrate a need for damage assessment; concentrating on high-requirement, high-probability scenarios in the formal planning process.</p>	<p>Project Plan: A task production framework will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. It will monitor and report on progress.</p>
	<p>2. Conduct a formal planning process: Engage stakeholders in a formal planning process by establishing a working group comprised of representatives who will contribute critical perspectives and/or have a role in implementing damage assessment.</p>	<p>Conduct the stakeholder workshop: Using the County’s Risk Assessment, develop a list of high-impact, high-probability scenario vignettes for the workshop. During this meeting, discuss and review priorities, goals, and objectives; validate planning criteria; outline the annex; and build / strengthen relationships among stakeholders.</p>
	<p>3. Annex update, validation, and finalization: Using information from the workshop the draft Damage Assessment Annex will be updated. Hold a virtual validation meeting to confirm the draft annex is accurate and factual, meets applicable standards and requirements, and would be useful in practice. If the County requests: Incorporate an open-comment period to collect feedback from stakeholders who were not able to participate. Finalize the annex after all feedback is received.</p>	<p>Workshop materials: Prepare participant materials, slide decks, and any required read-ahead materials. No more than two days after the meeting, deliver a meeting summary.</p>
		<p>Validation meeting materials: Prepare a slide deck and method to walk participants through the draft annex; highlighting gaps or inconsistencies for update by CNA.</p>
<p style="text-align: center;">2.I Revise the Snohomish County Disaster Recovery Framework Due by: December 2021</p>	<p>1. Framework evaluation: Review the 2016 and 2020 Recovery Frameworks, noting original and updated content. Conduct a high-level gap analysis, noting missing elements and/or specific sections requiring updates.</p>	<p>Project Plan: A task production framework will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. Monitor and report on progress.</p>
	<p>2. Develop semi-structured interview scripts: After-action reports and other sources of information will be used to develop scripts for semi-structured interviews to solicit information from recovery support function (RSF) leads.</p>	<p>Interview scripts: CNA will develop scripts for each RSF lead, and up to six additional scripts for follow-on interviews.</p>
		<p>Interview notes: CNA will maintain a file of all interview notes and provide them to the County upon conclusion of task 2.I.</p>

	<p>3. Stakeholder interviews: Using the script and the capabilities of the facilitator, solicit from the RSF leads information on both the content of the Framework (planning gaps, coordination points, capabilities, gaps/challenges) as well as its usability (including any suggestions for improvement). Take suggestions for additional organizations or people to interview, based on RSF lead experience during COVID-19 and/or other responses.</p>	<p>Draft and final Disaster Recovery Framework: With delivery of the updated Framework, CNA will also deliver the comment matrix that includes both the original comments and how they were addressed during task 2.I.</p>
	<p>4. Framework update Using the information from the interviews, update the 2020 Disaster Recovery Framework; create a presentation or video to review and introduce the updated framework to stakeholders.</p>	<p>Presentation or video: Develop a presentation or video to review and introduce the updated Disaster Recovery Framework to stakeholders. Provide the materials in the form of a presentation or video to Snohomish County for continued use after the conclusion of task 2.I refresh current stakeholders or to familiarize and train new Stakeholders on the updated Disaster Recovery Framework.</p>
<p>2.J Revise the Department of Emergency Management Strategic Plan and develop the Emergency Management Coordinating Committee’s (EMCC) interrelated Strategic Plan Due by: December 2021</p>	<p>1. DEM Emergency Management Strategic Plan review and outreach: Conduct a gap analysis on incomplete or missing plan content; develop and conduct an outreach plan for filling in the gaps and reviewing specific plan pieces with appropriate stakeholders. Outreach can be either in interview or workshop style.</p>	<p>Project Plan: A task production framework will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. Monitor and report on progress.</p>
	<p>2. Revise the DEM Emergency Management Strategic Plan: Update current plan structure with information gathered during outreach. Ensure it aligns with national planning guidance and grant application requirements. A draft and final plan will be provided after all comments are received and integrated.</p>	<p>Review County Hazard Identification and Risk Assessment (HIRA): CNA will review the County’s HIRA and develop a strategic risk profile.</p>
		<p>Workshop summaries: CNA will develop a workshop report to inform those in attendance and provide a resource to those who were absent.</p>
		<p>Revised DEM Strategic Plan: CNA will provide a draft for review by Snohomish County and then provide a final revised DEM Strategic Plan that incorporates final comments.</p>
	<p>3. Outreach to EMCC members: Conduct listening session with EMCC members to expand strategic planning to a wider County stakeholder group. Identify requirements for document contents.</p>	<p>Strategic Plan for the Emergency Management Coordinating Committee: CNA will provide a draft for review by Snohomish County and then provide a final EMCC Strategic Plan that incorporates final comments. The final</p>

	<p>4. Develop the EMCC Strategic Plan: Based on DEM’s updated Strategic Plan and feedback from EMCC members, a companion plan for the EMCC will be developed. The plan will be based on departmental and EMCC goals and objectives. A draft and final plan will be provided after all comments are received and integrated.</p>	<p>plan will be delivered within two weeks of the draft.</p>
<p>2.K Conduct a Planning Gap Analysis to Identify which Plans/annexes are necessary to Operationalize the Comprehensive Emergency Management Plan (CEMP) Due by: March 2022</p>	<p>1. Conduct a kickoff meeting: Introduce the project team; review and confirm the task scope and objectives; establish a plan of action and milestones, including a timeline for all deliverables; and identify potential issues or challenges to successfully execute the project.</p>	<p>Project Plan: A task production framework and summary of the kickoff meeting will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. Monitor and report on progress.</p>
	<p>2. Develop requirements matrix for gap analysis: Define key data variables; i.e. lead and supporting agencies, organizations with responsibilities for incident response and initial recovery, status of CEMP-related operational plans and annexes, owners of existing plans and annexes, dates of last review/update, existing plan/annex familiarity.</p>	<p>Requirements matrix: Produce a simplified spreadsheet that catalogs the identified key data variables for capturing information during the CEMP review.</p>
	<p>3. Facilitate a stakeholder workshop: A facilitator will conduct a workshop to review and validate preliminary findings and prioritize identified gaps. Develop a detailed plan of action and timeline for addressing identified gaps, including additional partners and stakeholders.</p>	<p>Preliminary findings: Produce a completed matrix highlighting initial findings.</p>
	<p>4. Develop draft and final gap analysis report: After incorporation of stakeholder comments and feedback, draft report highlighting findings and recommendations.</p>	<p>Draft report: The draft gap analysis report and recommendations will be delivered within two weeks of holding the facilitated workshop with stakeholders and SMEs to validate the preliminary findings of the plan review.</p>
	<p>Final report: A final gap analysis report and recommendations will be delivered within two weeks of receiving feedback from DEM on the draft report.</p> <p>Project Plan: A task production framework will be delivered one week following the kickoff meeting and will define the parameters against which project tasks will be carried out in coordination with Snohomish County. Monitor and report on progress.</p>	

<p style="text-align: center;">2.L Assess the Vulnerable Population Transportation Plan Framework and Conduct a Gap Analysis to Identify Steps to an Executable Plan Due by: March 2022</p>	<p>1. Preparation and assessment: Conduct a baseline review of the regional vulnerable population transportation framework to identify the County’s responsibilities within the regional framework. Align the structure and content of the County’s operational transportation plan with the regional framework. Conduct stakeholder interviews to establish baseline requirements for the plan and to identify relevant sources. Create a framework to guide the planning process.</p>	<p>Plan Requirements and essential criteria: Develop essential criteria to shape the plan’s content. This will include scope, purpose, concept of operations, situation and assumption, and overall format.</p>
		<p>Stakeholder engagement strategy: Develop and implement a strategy using a variety of methods that considers where in the process stakeholders participate; stakeholder equity and influence; past successes and challenges.</p>
	<p>2. Stakeholder engagement: Develop and implement a stakeholder engagement strategy and facilitate two workshops to develop and finalize the draft plan.</p>	<p>Draft plan: The draft will include all content and associated resource material (e.g., transportation asset inventory list) required to operationalize the plan.</p>
	<p>3. Plan development: Develop a draft Vulnerable Populations Transportation Plan for Snohomish County. Ensure the contents are consistent with the regional framework and other related plans and that the annex integrates both vertically and horizontally.</p>	<p>Final plan: The final Vulnerable Population Transportation Plan will be provided within two weeks of receiving and incorporating stakeholder comments and feedback on the draft plan.</p>
	<p>4. Plan Finalization: Coordinate with County staff and partners to incorporate all feedback into the final version of the plan.</p>	

Emergency Management Planning Services - Schedule C

CNA Cost Estimate for Snohomish County Emergency Planning Follow-On Work

September 21, 2022

Task description	Cost estimate
<p>Task 1: Tactical ITSU Playbook</p> <p><u>Work to be performed:</u></p> <ul style="list-style-type: none"> • Review and organize existing tactical ITSU documentation into a cohesive structure/format that will become the Tactical ITSU Playbook • Work with the communications team to build out select sections of the Tactical ITSU Playbook, including a decision tree for determining which components to include in the ITSU and a process map/narrative on building a tactical ITSU to suit particular needs <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Draft Tactical ITSU Playbook (Word document), which will include a decision tree and process map on ITSU components to meet particular needs (VISIO diagrams) • Two-page overview of ITSU unit <p><u>Anticipated execution time:</u> 12 weeks</p>	\$20,000
<p>Task 2: CEMP Gap Analysis – Gap 2</p> <p><u>Work to be performed:</u></p> <ul style="list-style-type: none"> • Conduct a review of all planning documents referenced in the CEMP, compiling/indexing all documents in a central location • Ensure that planning documents have been finalized and are accessible at levels appropriate to each document type • Ensure that the References and Resources sections of each annex are fully populated with supporting documentation, relevant regulations, operational guidance, etc. <p><u>Deliverable:</u> Compiled/indexed list of fully populated planning documents referenced in the CEMP</p> <p><u>Anticipated execution time:</u> 4 weeks</p>	\$14,000
<p>Task 3: CEMP Gap Analysis – Gap 3</p> <p><u>Work to be performed:</u></p> <ul style="list-style-type: none"> • Determine a set of figures that should be developed for each ESF annex • Develop a subset of these figures based on existing structures, concepts, and processes in ESF annexes <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Description of set of figures for each ESF annex • ESF annex figures (exact figures will depend on existence of information in ESF annexes) <p><u>Anticipated execution time:</u> 6 weeks</p>	\$19,000

<p>Task 4: CEMP Gap Analysis – Gap 4</p> <p><u>Work to be performed:</u></p> <ul style="list-style-type: none"> • Determine a standard set of updates that should be made for each annex • Develop a subset of these updates based on readily-available information in existing documentation or through a small group of stakeholders <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Description of standard set of updates for each annex • Annex updates (exact updates will depend on availability of information in documentation or stakeholders) <p><u>Anticipated execution time:</u> 12 weeks</p>	<p>\$20,000</p>
Total	\$73,000

CNA Cost Estimate for Snohomish County Emergency Planning Follow-On Work: Seattle UASI After-Action Report (AAR) Meta-Analysis and Strategic Planning

October 27, 2022

Task description	Cost estimate
<p><u>Work to be performed:</u></p> <ul style="list-style-type: none"> • Coordinate with the five UASI jurisdictions to collect relevant AARs from across the UASI • Employ manual and software-assisted methods (e.g., NVivo) to qualitatively analyze AARs, distilling commonalities around gaps, challenges, and recommendations • Engage stakeholders through interviews and small group meetings to collect additional data and as warranted, discuss preliminary findings • Design and conduct an interactive stakeholder session with representatives from the five UASI jurisdictions to present findings and elicit input on implications for regional strategic planning <p><u>Deliverable:</u></p> <ul style="list-style-type: none"> • Compendium of AAR lessons learned and recommendations for regional strategic planning 	\$90,000
Total	\$90,000