

CONSULTANT: The CNA Corporation
CONTACT PERSON: Gibson Edward
ADDRESS: 3003 Washington Blvd
Arlington, VA 22201
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 54-1558882
TELEPHONE: (703) 969-6556
COUNTY DEPT: Emergency Management
DEPT. CONTACT PERSON: Dara Salmon
TELEPHONE: (425) 327-5164
PROJECT: Emergency Management Planning Services
AMOUNT: Not to exceed - \$175,000.00
FUND SOURCE: Federal Grants
CONTRACT DURATION: Execution through March 31, 2022
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and The CNA Corporation, a limited liability company registered and doing business in Washington (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree 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 Schedule A 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.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on March 31, 2022, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than March 31, 2022, 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. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is 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

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$175,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as

to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefore and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Dara Salmon
Title: Deputy Director
Department: Emergency Management
Telephone: (425) 327-5164 (cell) or (425) 388-5071 (desk)
Email: dara.salmon@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement. Executing this agreement shall deem consent for all subcontractors originally proposed in Contractor's response to RFP-017-21DW

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against suits, claims, actions, losses, costs, penalties and damages arising out of, in direct connection with, to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in direct connection with, to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

Each party shall be responsible for their own defense in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables on account of such litigation or claims.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including reasonable attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate

limits, a \$2,000,000 aggregate limit. CG 00 01 current edition or equivalent, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition or equivalent, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. 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.

The Contractor 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 the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish 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. Snohomish 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.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee,

commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. 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 of 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.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. 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.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by 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.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

County Executive Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

Approved as to form only:

Rebecca J. Guadamud 09-16-2021

Deputy Prosecuting Attorney Date

The CNA Corporation:

Gibson.Edward.C.O. Digitally signed by
RC3011029448.ID Gibson.Edward.C.ORC30110294
48.ID 9/14/2021
Date: 2021.09.14 14:07:08 -04'00'

Edward C. Gibson
Director of Contracts and Procurement

Approved as to form only:

ROSEN.MARK Digitally signed by
.E.1099109250 ROSEN.MARK.E.1099109250
Date: 2021.09.15 08:53:32
-04'00'

Legal Counsel to the Contractor Date

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 2.1.</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 2.1 refresh current stakeholders or to familiarize and train new Stakeholders on the updated Disaster Recovery Framework.</p>
<p style="text-align: center;">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>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>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>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>Preliminary findings: Produce a completed matrix highlighting initial findings.</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>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>4. Develop draft and final gap analysis report: After incorporation of stakeholder comments and feedback, draft report highlighting findings and recommendations.</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>	

Schedule B – Budget

The not to exceed total for this contract is \$174,919.75. The following rates have been approved for this agreement.

Position Title	Onsite Fully Loaded Hourly Rate	Remote Fully Loaded Hourly Rate
Subject Matter Expert	227.37	227.37
Project Executive	274.08	274.08
Senior Project Manager	191.28	191.28
Junior Project Manager	129.35	129.35
HSEM Specialist IV	160.74	160.74
HSEM Specialist III	145.48	145.48
HSEM Specialist II	98.84	98.84
HSEM Specialist I	78.94	78.94
Analytical Aide	66.62	66.62
Administrative Specialist	58.57	58.57