

THE TULALIP TRIBES OF WASHINGTON
RESOLUTION 2024 - 582

Emergency Management Interlocal Agreement with Snohomish County

WHEREAS, the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws of the Tribes approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. 5123); and

WHEREAS, the Tulalip Board of Directors under Article VI, Section 1. (L), of the Tribal Constitution desires to safeguard and promote the community's peace, safety, and general welfare and

WHEREAS, the Tulalip Board of Directors under Article VI., Section (A) possesses the authority to negotiate with the Federal or State government and other entities on behalf of the Tribes and

WHEREAS, this Interlocal Agreement between Snohomish County and the Tribes is to provide coordinated emergency management services and is a continuation of previous interlocal agreements for such services entered into by Snohomish County and the Tribes; and

WHEREAS, the Tribes wish to renew the Interlocal Agreement with Snohomish County to provide coordinated emergency management services at a \$1.44 per capita fee based on tribal membership, using funds from the General Services Emergency Management budget.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Tulalip Tribes of Washington hereby approves the Interlocal Agreement with Snohomish County to provide coordinated emergency management services at a \$1.44 per capita fee based on tribal membership and further authorizes the Chair, or the Vice-Chair on their behalf, to sign the attached Interlocal Agreement.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a regular board meeting assembled on the 6 day of December, 2024, with a quorum present, by a vote of 6 For, 0 Against, and 0 Abstain.

THE TULALIP TRIBES OF WASHINGTON



Teri Gobin, Chair

ATTEST:


Theresa Sheldon, Secretary

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the “Agreement”) is made and entered into this 22nd day of November, 2024 by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the Tulalip Tribes, a federally recognized tribe of Indians (the “Tribe”) (individually “Party” and collectively “Parties”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

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

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

C. The Tribe and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated April 30, 2021.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the Tribe’s responsibilities and obligations.

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

AGREEMENT

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

1. Purpose of Agreement.

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

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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 midnight December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, upon the Tribe providing the County written notice on or before April 30, 2026. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

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

County's Initial Administrator:

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

Tribe's Initial Administrator:

Eliza Davis, General Services Director
6406 Marine Drive
Tulalip, WA 98271

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

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the Tribe during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the Tribe may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days' written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The Tribe shall remain responsible for the provision of all those services

identified in Schedule C, attached hereto, as well as any other services the Tribe is otherwise required by law to perform.

5. Advisory Board.

The Tribe shall be entitled during the term of this Agreement to voting representation on the SCDem Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

6. Independent Contractor.

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

7. Compensation.

7.1 Annual Service Charge. The Tribe shall pay a Service Charge to the County. Beginning January 1, 2025, and as adjusted annually January 1. The Service Charge shall be a per capita rate based on: 1) the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistic Consumer Price Index—Urban Wage Earner (CPI-W) for the Seattle-Bellevue-Everett area for the period of February to February, and; 2) the Tribe's population obtained from the Tribe's enrollment department, as set forth as Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the Tribe's population number as reported by the Tribe's enrollment department and the resulting Service Charge for the subsequent year. For 2025, the Service Charge shall be set at a rate of \$1.44 per capita.

7.2 Invoicing. The Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Tribe or its designee for the Service Charge for all services performed by the County. The Tribe shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the Tribe opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31 of each year.

7.3 Additional Services. If a Tribe elects to receive additional service(s) as described in Schedule B, one half of the cost of additional service(s) shall be added to the quarterly invoice after the Tribe notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDem staff currently funded by federal grants. In the

event that SCDEM receives notice of cuts to federal grants that may jeopardize SCDEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the Tribe within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Biennial Service Charge. The Tribe agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

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

9. Privileges and Immunities.

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

10. Liability Related to Tribal Ordinances, Policies, Rules and Regulations.

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

11. 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.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

The parties to this Agreement consent to submission of disputes arising under this Agreement and alleging a breach of one or more of the specific obligations, duties, or covenants expressly assumed in this Agreement, to binding arbitration in accordance with this Section. The arbitrator shall be selected as follows: The parties shall first attempt to mutually agree on a single arbitrator to decide the dispute. If the parties cannot agree on the selection of an arbitrator within 30 days of invoking arbitration, the dispute shall be decided by a three person arbitration panel selected as follows: each party shall select one member of the panel, and the two panel members shall jointly select a third. In such arbitration, the arbitrator(s) shall have the power and authority to grant legal and equitable remedies, including damages, injunctive relief and specific performance. The costs of such arbitration shall be shared equally between the parties and each party shall be responsible for its own legal fees. The arbitration decision shall be final and may be enforced in the Federal District Court for the Western District of Washington. In the event that the federal court determines that it lacks subject matter jurisdiction to enforce the arbitration decision, the Parties agree to venue in the Superior Court of Snohomish County, Washington. The Parties agree that the matter shall not be pursued in superior court unless there is a federal court determination that it lacks subject matter jurisdiction. Any judicial action to enforce the arbitration decision shall be binding and enforceable upon the Parties. Nothing in this Section is intended to preclude the parties from agreeing to mediation to resolve a dispute prior to invoking arbitration.

14. 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.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor. At the outset of any work within the scope of services, a proposed timeline will be established which reflects both the workload and other commitments.

16. 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.

17. 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.

18. Governing Law; Waiver of Sovereign Immunity.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The Parties each hereby waive sovereign immunity as necessary to give effect to this Agreement. This waiver is only for the benefit of the Tribe and the County, and shall not be enforceable by any third Party or by any assignee or delegate of the Parties. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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 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.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out 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. No Third Party Beneficiaries.

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

28. Execution in Counterparts.

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

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

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name:
Title: Executive Director

**Approved as to indemnification
provisions:**

Risk Management

Approved as to Form:

Guadamud, Rebecca Digitally signed by Guadamud,
Rebecca
Date: 2024.05.03 12:08:57 -07'00'

Deputy Prosecuting Attorney

TRIBE:

Tulalip Tribes, a federally recognized
tribe of Indians

By Teri Gobin
Name: Teri Gobin
Title: Tulalip Tribes Chair

Approved as to Form:

Tyler Eastman Digitally signed by Tyler Eastman
Date: 2024.11.21 16:06:54 -08'00'

Tribal Attorney

Schedule A

Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCDEM will maintain an emergency management organization that complies with state law, federal guidelines, and adheres to the standards of the Emergency Management Accreditation Program (EMAP). This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

2. Planning: SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

a. SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively using the Hazard Identification and Risk Assessment (HIRA) developed during the Hazard Mitigation Planning process. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. As a part of the Snohomish County Hazard Mitigation Plan, SCDEM will identify the natural and human-caused hazards that potentially impact Snohomish County using multiple sources and titled the Hazard Identification and Risk Assessment (HIRA). Upon request, SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6. Prior to pursuing Hazard Mitigation Grant Program funds, Participating Jurisdictions are required to have a Jurisdiction-specific, FEMA approved, and locally adopted HMP annex. SCDEM will provide technical assistance to Participating Jurisdictions applying for Hazard Mitigation Grant Program funding.

c. SCDEM will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

d. SCDEM will provide, upon request, technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Continuity of Operations Plan (COOP).

e. SCDEM will maintain standard procedures for its Emergency Operations Center and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers or jurisdictional command posts.

f. SCDEM will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan, the Regional Catastrophic Planning Team, and the Statewide Catastrophic Incident Planning Team (SCRIPT).

3. Training and Exercise: SCDEM will assist Participating Jurisdictions with training and exercise that develops, maintains, or expands their emergency management capabilities. The nature of DEM support is described below and will be further specified in the annual Integrated Preparedness Plan (IPP).

a. SCDEM will conduct an annual Integrated Preparedness Planning Workshop (IPPW) in order to identify training priorities and develop a coordinated planning, training and exercise calendar for the coming year. Jurisdictions are strongly encouraged to participate in the IPPW and the development of annual priorities. DEM will use these priorities, in its sole discretion, to determine the extent to which DEM allocates staff time to training and exercise, including, not limited to, exercise development, bringing in countywide training, or delivering training in Participating Jurisdictions. SCDEM will also designate representatives of Snohomish County and the Participating Jurisdictions to participate in the State's annual IPPW.

b. SCDEM will maintain an Integrated Preparedness Plan (IPP) that describes the outcomes of the IPPW. SCDEM will maintain an online training calendar and periodically distribute training and exercise opportunities to the Participating Jurisdictions.

c. SCDEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan, National Qualification System (NQS), and FEMA's Core Capability Development Sheets. The training program will offer a minimum of 75 training days each year, covering topics identified in the IPP, and to include (not limited to):

i. Incident Command System

- ii. Emergency Operations Center Skillset
- iii. Overview for Executives/Senior Officials (or equivalent)
- iv. Hazard Awareness
- v. Emergency Management Planning
- vi. Communications and Public Information (e.g. ARRLI-approved HAM radio and/or Joint Information System/Center)
- vii. Upon request, SCDEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.
- viii. Annually, SCDEM will host the local delivery of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- ix. On behalf of each Participating Jurisdiction, SCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium (or like training provider). The Participating Jurisdiction requesting such courses will be responsible for identifying a location and for covering any costs associated with the course delivery, e.g. refreshments.

d. SCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDEM's exercise program is to evaluate established plans and/or procedures and identify ways to improve those plans and/or procedures. The exercise program includes:

- i. Every three years SCDEM will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Operations Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan. In the years between the countywide functional exercise, SCDEM will coordinate progressively challenging exercise to develop emergency response capabilities identified annually in the IPP. These may include (not limited to) CPOD, damage assessment, and/or communications.
- ii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Readiness and Response: SCDEM and Participating Jurisdictions will coordinate their emergency response activities to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via direct cell phone number and via Snohomish County 911.

b. As resources allow, SCDDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDDEM will maintain and, when necessary, activate the Snohomish County Emergency Operations Center (SCEOC) and implement the Snohomish County CEMP and applicable procedures. The SCEOC may activate in anticipation of, or immediately after, catastrophic incidents as defined by RCW 38.52.010(6). The SCEOC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCEOC will be made via the Duty Officer to the SCDDEM Director. The decision to activate the SCEOC, and at what level, is made by the SCDDEM Director or the appropriate designee in the SCDDEM line of succession.

d. SCDDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDDEM Director or the appropriate designee in the SCDDEM line of succession

e. When activated, the SCEOC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCEOC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCEOC. When necessary, SCDDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCEOC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging by all means practicable to inform the public about critical lifesaving and life-sustaining information. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDem Director or the appropriate designee in the SCDem line of succession, SCDem will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDem may request that Participating Jurisdictions deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDem will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDem, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDem will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDem will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential ACS volunteers. SCDem will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

b. SCDem will coordinate quarterly Community Emergency Response Team (CERT) leadership meetings for a countywide CERT capability. In this capacity, SCDem will support volunteer team coordinators of self-organized and governed CERTs with potential resource information. Potential CERT volunteers will be directed by SCDem to their nearest

hosted/supported programs. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

- i. SCDEM, in collaboration with the team coordinators, will support development and maintenance of countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education to improve overall community resilience.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient" and "Know Your Hazards" campaigns, and procure and make available FEMA-produced preparedness materials and/or WA Emergency Management Division preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

c. SCDEM will develop and promote disaster preparedness information to be disseminated during September, which is FEMA's National Disaster Preparedness month. This will include the development and publication of DEM's annual preparedness Guide to be delivered via its affiliation with local printed media.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 14 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available, upon request, to present it to each Participating Jurisdiction's elected officials.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. Examples of some key resources include:

a. Command vehicle, commonly referred to as a "ComVan." A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training, but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as "DEM 10." The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile IT Response Units (MITRUs). MITRUs are mobile communications trailers, equipped with an array of supplies and equipment to enable emergency communications, including internet, local network functionality¹, radio communications, and equipment to support basic operations.

d. Mobile Emergency Operations Center (MEOC). The MEOC is a trailer equipped with supplies like tables, chairs, light sets, pop-up tents, etc. that can support an alternate EOC capability.

e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through Sno911, the SCDEM Duty Officer or, when activated, the Snohomish County EOC.

¹ A local network is defined as a group of two or more connected computers that can share resources like a printer, an internet connection, an application, etc.

Schedule B
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the Tribe shall notify SCDDEM in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCDDEM will provide technical assistance to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCDDEM will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCDDEM will provide one jurisdiction-specific exercise opportunity. Scheduling this exercise shall occur at the annual IPPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCDDEM will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Readiness and Response:

a. On behalf of the Participating Jurisdiction, SCDEM will provide technical support for the development of jurisdiction-specific emergency operations capability.

Participating Jurisdiction elects this service: _____
(initial)

4. Outreach and Education:

a. SCDEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

5. Communications Support:

a. SCDEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)

Schedule C
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

1. General:

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will maintain an HMP annex that meets the requirements set forth in the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. The local HMP annex is required to be approved by FEMA and locally adopted in order to be eligible for any federal Hazard Mitigation Assistance (grant programs).

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Integrated Preparedness Planning Workshop (IPPW). Facilitating training and exercise opportunities not scheduled at the IPPW shall be at the discretion of the SCDem Director.

4. Coordinating Disaster Response Activities: Participating Jurisdictions will coordinate, to the extent practicable, their emergency response activities with and through SCDem to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDem as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCEOC and the SCEOC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDEM to provide an operator.

Schedule D
**2025 Annual Service Fees by
Jurisdiction**

2025 Annual Service Fees			
Jurisdiction	April 1, 2024 Population Est.¹	2025 Per Capita Rate²	2025 Service Fees³
Arlington	22,980	\$1.44	\$33,091
Brier	6,600	\$1.44	\$9,504
Darrington	1,515	\$1.44	\$2,182
Edmonds	43,420	\$1.44	\$62,525
Gold Bar	2,310	\$1.44	\$3,326
Granite Falls	4,775	\$1.44	\$6,876
Index	160	\$1.44	\$230
Lake Stevens	41,540	\$1.44	\$59,818
Lynnwood	41,500	\$1.44	\$59,760
Mill Creek	21,630	\$1.44	\$31,147
Monroe	20,830	\$1.44	\$29,995
Mountlake Terrace	24,260	\$1.44	\$34,934
Mukilteo	21,590	\$1.44	\$31,090
Snohomish	10,350	\$1.44	\$14,904
Stanwood	8,865	\$1.44	\$12,766
Sultan	7,160	\$1.44	\$10,310
Woodway	1,345	\$1.44	\$1,937
Tulalip Tribes ⁴	2,944	\$1.44	\$4,239
Stillaguamish Tribe ⁵	387	\$1.44	\$569

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2024 Estimates; <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>.

² The 2023 rate (\$1.38) increased by the February to February CPI-W for Seattle-Bellevue-Everett (4.2%) = \$1.43796.

³The 2025-26 estimated annual service fees are based on the April 1, 2024 population estimate multiplied by the per capita rate.

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department every year.

⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer every year.



Tulalip Tribes Office Of The
**Reservation
Attorney**

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Fax: 360-716-0634

ira-contracts@tulaliptribes-nsn.gov

LEGAL REVIEW FORM

Complete Submittal Received by ORA: 11/21/24

Is this a policy? ☒ No ☐ Yes

If yes, has this been created/uploaded to PolicyTech? ☐ No ☐ Yes

Title of Submittal: Snohomish County Emergency Management Interlocal Agreement

Document Type: Agreement

Contract Amount: \$ 1.44 per capita - members enrolled

Funding Source: Hard Dollars

Submitted By: Eliza Davis/Director/General Services

(Name/Title/Department)

Return Submittal To: Eliza Davis/Director/General Services

(Name/Title/Department)

☒ Submittal is **APPROVED**

☐ Submittal is **DISAPPROVED**

Notes/Comments:

ILA includes limited waiver of sovereign immunity. Mediate/arbitrate which can be enforced in federal court, if it has jurisdiction. If not, then Snohomish County Superior Court.

Reviewed By: 11/21/2024

Date Signed

Tyler Eastman Digitally signed by Tyler Eastman
Date: 2024.11.21 16:01:53 -08'00'

Reservation Attorney Signature

Notice/Disclaimer:

Program or enterprise is responsible for keeping records of their documents and this Legal Review – the Reservation Attorney Office only keeps copies of the Legal Review cover sheet for its own Records. **Please Read: This is review for the policy or contract's legal effect only, and the Office of Reservation Attorney does not evaluate the advisability of executing the policy or contract as a business or governmental decision.**

Legal Review Returned By: ☐ Email ☐ Interoffice Mail ☐ In-Person

To: _____ on _____ by _____
Name of Recipient Month/Date Initials