

Adopted: 9/19/18  
Effective: 10/5/18



SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ORDINANCE NO. 18-046

SETTING EMERGENCY MANAGEMENT SERVICE RATES AND  
APPROVING FORM INTERLOCAL AGREEMENTS FOR EMERGENCY  
MANAGEMENT SERVICES BETWEEN SNOHOMISH COUNTY AND  
LOCAL JURISDICTIONS WITHIN SNOHOMISH COUNTY

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

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

WHEREAS, in order to assist other jurisdictions within Snohomish County, the County from time to time will enter into interlocal agreements to provide coordinated emergency management services; and

WHEREAS, other jurisdictions within Snohomish County from time to time desire to augment their emergency management programs with coordinated emergency management services provided by SCDEM; and

WHEREAS, the County has developed a form interlocal agreement for use with cities, towns, and tribes with whom the County has previously contracted for coordinated emergency management services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, to be used with said cities, towns, and tribes desiring to enter into a new interlocal agreement with SCDEM for emergency management services; and

WHEREAS, the County is willing to furnish its facilities and personnel to other jurisdictions in exchange for payment of fees and costs consistent with its form interlocal agreements for emergency management services; and

WHEREAS, such agreements are authorized by and are consistent with the requirements of the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the Snohomish County Council held a public hearing on September 19, 2018, to consider approving the form interlocal agreements for emergency management services and authorizing the Snohomish County Executive to sign on behalf of the County such agreements when in substantially the same form as those attached hereto as Exhibits A and B.

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2 NOW, THEREFORE, BE IT ORDAINED:  
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4 Section 1. The County Council hereby adopts the foregoing recitals as findings  
5 of fact and conclusions as if set forth in full herein.  
6

7 Section 2. The County Council hereby approves the emergency management  
8 service rates described in the form interlocal agreements for emergency management  
9 services attached to this ordinance as Exhibits A and B.

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11 Section 3. The Snohomish County Council hereby approves and authorizes the  
12 Snohomish County Executive, or designee, to negotiate interlocal agreements for  
13 emergency management services with local jurisdictions within Snohomish County  
14 when such agreements are in substantially the same form as those which are attached  
15 to this ordinance as Exhibits A and B. Such agreements shall be approved by motion of  
16 the County Council.  
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18  
19 PASSED this 19<sup>th</sup> day of September, 2018.  
20  
21

22  
23 ATTEST:

24 M. Elaine Loo  
25  
26 Asst. Clerk of the Council  
27

28 SNOHOMISH COUNTY COUNCIL  
29 Snohomish County, Washington

30 Stephanie Wright  
31 Council Chair  
32

33  APPROVED

34 DATE: 9/25/18, 2018  
35

36 ( ) EMERGENCY

37 ( ) VETOED  
38

39 Dave Somers  
40 Dave Somers  
41 County Executive  
42

43 ATTEST: Melissa Leach  
44  
45

46 Approved as to form only:

47 W. J. G. O. 06-13-18  
48 Deputy Prosecuting Attorney  
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**EXHIBIT A**  
to  
**ORDINANCE NO. 18-046**

[See Attached Form Interlocal Agreement between Snohomish County and Cities and Town concerning emergency management services]

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# EXHIBIT A

## **INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF \_\_\_\_\_, a municipal corporation of the State of Washington (the "City") (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 City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated \_\_\_\_\_, 20\_\_.

**D.** The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.

**E.** The County and City 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 City 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 City 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 City.

**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, 2021, 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 one (1) additional three (3) year term, upon the City providing the County written notice on or before April 30, 2021. 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, 2018, 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:

City’s Initial Administrator:

Jason Biermann, Director  
Snohomish County Department of  
Emergency Management  
720 80<sup>th</sup> Street SW, Building A  
Everett, Washington 98203

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 City 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 City 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 City shall remain responsible for the provision of all those services identified in Schedule C, attached hereto, as well as any other services the City is otherwise required by law to perform.

**5. Advisory Board.**

The City 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 City. 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 City. 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 City shall only have the right to ensure performance.

**7. Compensation.**

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2020, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCDem's proposed General Fund budget, minus funding for those positions predicated by SCDem's status as a county department (specifically, the director and accounting analyst), and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2018 version of which attached hereto and incorporated herein at Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2019, the Annual Service Charge shall be set at the median between a rate of \$1.22 per capita and the per capita assessment based on the 2020 Annual Service Charge model.

7.2 Invoicing. The Annual 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 City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City 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 Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

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

**10. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City 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 City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County,

or both, the City 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.**

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

**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.

**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 and Venue.**

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

**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 City 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

**CITY:**

City of \_\_\_\_\_, a Washington  
municipal corporation

By \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_

Name:  
Title:

**Approved as to indemnification provisions:**

\_\_\_\_\_  
Risk Management

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
City 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 and federal guidelines. 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. 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, and, upon request, 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.

**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 maintain standard procedures for its Emergency Coordination 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.

e. 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 and the Statewide Catastrophic Incident Planning Team.

**3. Training and Exercise:** SCDEM will assist Participating Jurisdictions to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning.

a. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCDEM will also send representatives on behalf of Snohomish County and the Participating Jurisdictions to the State's annual TEPW.

b. SCDEM will maintain a Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCDEM will produce and electronically distribute a training and exercise calendar each month 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 and FEMA's Core Capability Development Sheets. This training program includes:

i. 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.

ii. Countywide, SCDEM will facilitate the delivery of one ICS-300 (Intermediate ICS for Expanding Incidents) course and one ICS-400 (Advanced ICS for Complex Incidents) course each year.

iii. Countywide, SCDEM will facilitate the delivery of four G191 (Emergency Operations Center/Incident Command System Interface) workshops each year.

iv. Countywide, SCDEM will facilitate the delivery of four community points of distribution (CPOD) courses each year.

v. Countywide, SCDEM will facilitate the delivery of four initial damage assessment courses each year.

vi. Upon request, SCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and

to help them meet the requirements of the National Incident Management System (NIMS).

vii. Annually, SCDEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.

viii. 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. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.

ix. Countywide, SCDEM will deliver two offerings of an ARRL-approved HAM radio technician class each year.

x. Countywide, SCDEM will facilitate the delivery of two Community Emergency Response Team (CERT) trainings each year. Facilitation includes assisting in the provision of instructors and course materials needed to successfully conduct the course. In order to build CERT capability within the Participating Jurisdictions, SCDEM will request and host CERT Train-the-Trainer courses when there are an adequate number of students.

xi. SCDEM will deliver, or facilitate the delivery of, two trainings per year on SCDEM's incident management software, WebEOC.

xii. SCDEM will deliver at least two offerings of ComVan operator training per year.

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 Coordination 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.

ii. Countywide, SCDEM will facilitate four tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Snohomish County.

iii. Countywide, SCDEM will facilitate four CPOD exercises per year in conjunction with the CPOD training.

iv. Countywide, SCDEM will facilitate one damage assessment exercise per quarter in conjunction with damage assessment training.

v. SCDEM will facilitate one EOC workshop each month. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.

- vi. SCDEM will facilitate one EOC drill each month. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.
- vii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

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

a. SCDEM 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 Snohomish County 911.

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

d. SCDEM 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 SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

e. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCECC 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 SCECC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC 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 SCECC 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 about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. 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 SCECC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC 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 in order 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, Community Emergency



Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential CERT and/or SERV 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. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams. In this construct, SCDEM will facilitate initial CERT training and support volunteer team coordinators that will be responsible for coordinating with SCDEM for ongoing training, recruiting, and meeting place logistics.

i. As described in section 3.c.x. of this Schedule, SCDEM will facilitate initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM will meet with the team coordinators annually to establish a yearly training calendar for each CERT team. Each team's coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iii. SCDEM, in collaboration with the team coordinators, will develop and maintain 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 in order 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"

campaign, and procure and make available FEMA-produced 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. Upon request, and when practicable, SCDEM will facilitate the delivery of the Map Your Neighborhood program on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 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 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 ECC. These 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 emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.

d. Traffic signs. Two towed, programmable traffic signs provide visual and limited AM band radio warning about emergency conditions.

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

**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 City shall notify SCDEM 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 SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

**1. Planning:**

a. SCDEM will provide technical assistance in order 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. SCDEM will provide one jurisdiction-specific training opportunity.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
**(initial)**

b. SCDEM will provide one jurisdiction-specific exercise opportunity. Scheduling these exercise shall occur at the annual TEPW.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
**(initial)**

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

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
**(initial)**

**3. Coordinating Disaster Response Activities**

a. On behalf of the Participating Jurisdiction, SCDEM will maintain membership with the Northwest Incident Management Team and request its deployment on behalf of the Participating Jurisdiction.

**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 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 the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCDEM Director.

**4. Coordinating Disaster Response Activities:** Participating Jurisdictions will coordinate their emergency response activities with and through SCDEM in order 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 SCECC 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 SCECC and the SCECC 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 ECC to enhance communication between the SCECC 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 ECC. 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**  
**Estimated 2019 Service Fees by Jurisdiction**

2019 Estimated Service Fees			
Jurisdiction	April 1, 2018 Population Est. <sup>1</sup>	2019 Provisional Per Capita Rate <sup>2</sup>	2019 Fees <sup>3</sup>
Arlington	18,788	\$1.28	\$23,967
Brier	6,621	\$1.28	\$8,447
Darrington	1,407	\$1.28	\$1,795
Edmonds	41,458	\$1.28	\$52,887
Gold Bar	2,131	\$1.28	\$2,719
Granite Falls	3,500	\$1.28	\$4,465
Index	175	\$1.28	\$223
Lake Stevens	32,228	\$1.28	\$41,113
Lynnwood	37,091	\$1.28	\$47,317
Mill Creek	20,184	\$1.28	\$25,749
Monroe	18,485	\$1.28	\$23,581
Mountlake Terrace	21,468	\$1.28	\$27,387
Mukilteo	21,366	\$1.28	\$27,257
Snohomish	10,130	\$1.28	\$12,922
Stanwood	6,857	\$1.28	\$8,748
Sultan	5,079	\$1.28	\$6,480
Woodway	1,344	\$1.28	\$1,715
Tulalip Tribes <sup>4</sup>	4,517	\$1.28	\$5,762
Stillaguamish Tribe <sup>5</sup>	280	\$1.28	\$357

<sup>1</sup>Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2017 Estimates; <http://www.ofm.wa.gov/pop/april1/default.asp>

<sup>2</sup>A per capita breakdown of DEM's 2018 General Fund budget, minus salary and benefits of the Director and Accounting Analyst II.

<sup>3</sup>The 2019 fees are based on the April 1, 2018 population estimate multiplied by DEM's general fund budget, minus the allocation for the DEM Director and Accounting Analyst.

<sup>4</sup>The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

<sup>5</sup>The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.

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**EXHIBIT B**  
to  
**ORDINANCE NO. 18-046**

[See Attached Form Interlocal Agreement between Snohomish County and Tribes concerning emergency management services]

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# EXHIBIT B

## INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the the \_\_\_\_\_, a federally recognized tribe of Indians (the "Tribe") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

### RECITALS

F. 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.

G. 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.

H. 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 \_\_\_\_\_, 20\_\_.

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

J. 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:

#### **29. 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.

**30. 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, 2021, 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 one (1) additional three (3) year term, upon the Tribe providing the County written notice on or before April 30, 2021. 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, 2018, 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.

**31. Administrators.**

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

County's Initial Administrator:

Jason Biermann, Director  
Snohomish County Department of  
Emergency Management  
720 80<sup>th</sup> Street SW, Building A  
Everett, Washington 98203

Tribe's Initial Administrator:

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

**32. 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.

**33. 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.

**34. 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.

**35. Compensation.**

7.1 Annual Service Charge. The Tribe shall pay an Annual Service Charge to the County. Beginning January 1, 2020, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCDem's proposed General Fund budget, minus funding for those positions predicated by SCDem's status as a county department (specifically, the director and accounting analyst), and; 2) the Tribe's population obtained from the Tribe's enrollment department, as set forth in 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 the Tribe's enrollment department and the resulting Annual Service Charge for the subsequent year. For 2019, the Annual Service Charge shall be set at the median between a rate of \$1.22 per capita and the per capita assessment based on the 2020 Annual Service Charge model.

7.2 Invoicing. The Annual 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 Annual 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 Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

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 SCDDEM receives notice of cuts to federal grants that may jeopardize SCDDEM'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 Annual Service Charge. The Tribe agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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.

**52. 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.

**53. No Separate Entity Necessary.**

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

**54. 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.

**55. 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.

**56. 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:**

**TRIBE:**

Snohomish County, a political subdivision  
of the State of Washington

\_\_\_\_\_, a federally recognized  
tribe of Indians

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**Approved as to indemnification provisions:**

**Approved as to Form:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Tribal Attorney

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting 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.

**9. General:** SCDEM will maintain an emergency management organization that complies with state law and federal guidelines. 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.

**10. 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. 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, and, upon request, 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.

**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 maintain standard procedures for its Emergency Coordination 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.

e. 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 and the Statewide Catastrophic Incident Planning Team.

**11. Training and Exercise:** SCDEM will assist Participating Jurisdictions to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning.

a. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCDEM will also send representatives on behalf of Snohomish County and the Participating Jurisdictions to the State's annual TEPW.

b. SCDEM will maintain a Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCDEM will produce and electronically distribute a training and exercise calendar each month 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 and FEMA's Core Capability Development Sheets. This training program includes:

i. 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.

ii. Countywide, SCDEM will facilitate the delivery of one ICS-300 (Intermediate ICS for Expanding Incidents) course and one ICS-400 (Advanced ICS for Complex Incidents) course each year.

iii. Countywide, SCDEM will facilitate the delivery of four G191 (Emergency Operations Center/Incident Command System Interface) workshops each year.

iv. Countywide, SCDEM will facilitate the delivery of four community points of distribution (CPOD) courses each year.

v. Countywide, SCDEM will facilitate the delivery of four initial damage assessment courses each year.

vi. Upon request, SCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and

to help them meet the requirements of the National Incident Management System (NIMS).

vii. Annually, SCDEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.

viii. 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. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.

ix. Countywide, SCDEM will deliver two offerings of an ARRL-approved HAM radio technician class each year.

x. Countywide, SCDEM will facilitate the delivery of two Community Emergency Response Team (CERT) trainings each year. Facilitation includes assisting in the provision of instructors and course materials needed to successfully conduct the course. In order to build CERT capability within the Participating Jurisdictions, SCDEM will request and host CERT Train-the-Trainer courses when there are an adequate number of students.

xi. SCDEM will deliver, or facilitate the delivery of, two trainings per year on SCDEM's incident management software, WebEOC.

xii. SCDEM will deliver at least two offerings of ComVan operator training per year.

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 Coordination 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.

ii. Countywide, SCDEM will facilitate four tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Snohomish County.

iii. Countywide, SCDEM will facilitate four CPOD exercises per year in conjunction with the CPOD training.

iv. Countywide, SCDEM will facilitate one damage assessment exercise per quarter in conjunction with damage assessment training.

v. SCDEM will facilitate one EOC workshop each month. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.

- vi. SCDEM will facilitate one EOC drill each month. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.
- vii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

**12. Coordinating Disaster Response Activities:** SCDEM and Participating Jurisdictions will coordinate their emergency response activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

j. SCDEM 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 Snohomish County 911.

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

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

m. SCDEM 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 SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

n. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCECC 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 SCECC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC 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.

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

p. When activated, the SCJIC shall coordinate public information and messaging about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. 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).

q. 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 SCECC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

r. 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.

**13. 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.

c. 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.

d. 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.

**14. 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)

e. Participating Jurisdictions will identify potential CERT and/or SERV 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. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

f. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams. In this construct, SCDEM will facilitate initial CERT training and support volunteer team coordinators that will be responsible for coordinating with SCDEM for ongoing training, recruiting, and meeting place logistics.

i. As described in section 3.c.x. of this Schedule, SCDEM will facilitate initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM will meet with the team coordinators annually to establish a yearly training calendar for each CERT team. Each team's coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iii. SCDEM, in collaboration with the team coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

g. 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.

h. 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.

**15. 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.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient"



campaign, and procure and make available FEMA-produced 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. Upon request, and when practicable, SCDEM will facilitate the delivery of the Map Your Neighborhood program on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 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 to present it to each Participating Jurisdiction's elected officials.

**16. 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 ECC. These 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 emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.

d. Traffic signs. Two towed, programmable traffic signs provide visual and limited AM band radio warning about emergency conditions.

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

**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 SCDEM 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 SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

**6. Planning:**

a. SCDEM will provide technical assistance in order 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)

**7. Training and Exercise:**

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

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

b. SCDEM will provide one jurisdiction-specific exercise opportunity. Scheduling these exercise shall occur at the annual TEPW.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

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

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**8. Coordinating Disaster Response Activities**

b. On behalf of the Participating Jurisdiction, SCDEM will maintain membership with the Northwest Incident Management Team and request its deployment on behalf of the Participating Jurisdiction.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**9. Outreach and Education:**

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

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**10. 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.

**9. 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.

**10. 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 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.

**11. 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 the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCDEM Director.

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

**g.** 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.

**h.** When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCECC 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.

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

**j.** 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).

**k.** When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

**l.** 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.

**13. 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.

**c.** 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.

**d.** 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.

**14. 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)

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

d. 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.

**15. 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.

**16. 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 ECC. 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**  
**Estimated 2019 Service Fees by Jurisdiction**

<b>2019 Estimated Service Fees</b>			
<b>Jurisdiction</b>	<b>April 1, 2018 Population Est.<sup>1</sup></b>	<b>2019 Provisional Per Capita Rate<sup>2</sup></b>	<b>2019 Fees<sup>3</sup></b>
Arlington	18,788	\$1.28	\$23,967
Brier	6,621	\$1.28	\$8,447
Darrington	1,407	\$1.28	\$1,795
Edmonds	41,458	\$1.28	\$52,887
Gold Bar	2,131	\$1.28	\$2,719
Granite Falls	3,500	\$1.28	\$4,465
Index	175	\$1.28	\$223
Lake Stevens	32,228	\$1.28	\$41,113
Lynnwood	37,091	\$1.28	\$47,317
Mill Creek	20,184	\$1.28	\$25,749
Monroe	18,485	\$1.28	\$23,581
Mountlake Terrace	21,468	\$1.28	\$27,387
Mukilteo	21,366	\$1.28	\$27,257
Snohomish	10,130	\$1.28	\$12,922
Stanwood	6,857	\$1.28	\$8,748
Sultan	5,079	\$1.28	\$6,480
Woodway	1,344	\$1.28	\$1,715
Tulalip Tribes <sup>4</sup>	4,517	\$1.28	\$5,762
Stillaguamish Tribe <sup>5</sup>	280	\$1.28	\$357

<sup>1</sup>Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2017 Estimates; <http://www.ofm.wa.gov/pop/april1/default.asp>

<sup>2</sup>A per capita breakdown of DEM's 2018 General Fund budget, minus salary and benefits of the Director and Accounting Analyst II.

<sup>3</sup>The 2019 fees are based on the April 1, 2018 population estimate multiplied by DEM's general fund budget, minus the allocation for the DEM Director and Accounting Analyst.

<sup>4</sup>The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

<sup>5</sup>The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.