INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this 4th day of February, 2016 by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF EDMONDS, 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 previously contracted for coordinated emergency management services through the Emergency Services Coordinating Agency.

D. The City now desires to contract with the County for emergency management services, and the County is agreeable to providing the City with emergency management services subject to the terms and conditions detailed below.

E. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW. SCDEM and the City agree that over the course of this Agreement, the Parties will explore the possibility of SCDEM assuming all emergency management services for the City in future agreements.

F. The County and City believe that it is in the public interest to provide and coordinate 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

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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, 2018, 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 two (2) year term, upon City providing County written notice on or before June 15, 2018. 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, 2015, 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:
John Pennington, Director Snohomish County Department of Emergency Management 720 80th Street SW, Building A Everett, Washington 98203	Chief Al Compaan City of Edmonds 121 5th Ave. N. Edmonds WA 98020

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 "Services"). The County will endeavor to provide the Services as described in its comprehensive emergency management plan and: (1) During the period from the Effective Date to midnight December 31, 2015, those Services as further described in Schedule A1, and (2) During the period from midnight December 31, 2015, to midnight December 31, 2018, those Services as further described in Schedule A2; PROVIDED, HOWEVER, that such 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 the provision of all those services identified in Schedule B, 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 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, a copy of which is attached hereto and incorporated herein as Schedule C, 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. Beginning January 1, 2016, the City shall pay an Annual Service Charge to the County calculated at a rate of $1.15 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2015 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Schedule C. The Annual Service Charge includes the services described in this Agreement's Schedules, 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.

7.2 Adjustments to Annual Service Charge. The Annual Service Charge shall be adjusted on January 1 of the subsequent years as follows: (1) the new year's per capita rate shall be the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistics Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April to April; and (2) the City's population number from the Office of Financial Management (OFM) based on the *April 1 population estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington.* By July 10 of each year, the County shall issue a revision to Schedule D to reflect the City's population number from the Office of Financial Management (OFM) *April 1 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.

7.3 Emergency Management Performance Grant. The City agrees that by entering into this Agreement, effective January 1, 2016, it will forgo applying for future Emergency Management Performance Grant (EMPG) monies. The City further agrees that to the extent it receives future EMPG monies after January 1, 2016; such funds will be transferred by the City to SCDEM within thirty (30) days of receipt.

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 June 15 of the year of termination. Termination pursuant to this Section will become effective on December 31 of the calendar year in which the termination notice is given.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. No Separate Entity Necessary.

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

25. 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.

26. 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.

27. Execution in Counterparts.

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

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

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: Susan Neely
Title: Executive Director

Approved as to insurance and indemnification provisions:

_____
Risk Management

Approved as to Form:

_____
Deputy Prosecuting Attorney

CITY:

City of EDMONDS, a Washington municipal corporation

By _____
Name: DAVID O. EARLING
Title: Mayor

Approved as to Form:

_____
City Attorney

COUNCIL USE ONLY
Approved: 2-3-16
Docfile: D-6

Schedule A1
Description of Emergency Management Services

The County provides Emergency Management Services ("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. Response Coordination: SCDEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management, and utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS).

b. Provide a 24 hour per day Duty Officer for emergency management issues. The SCDEM Duty Officer is available via SNOPAC.

c. During disasters, as defined by RCW 38.52.010(6), activate the Snohomish County Emergency Operations Center (SCEOC) to support the Participating Jurisdiction.

Requests to activate the SCEOC will be made to the Duty Officer via SNOPAC. The level of SCEOC activation will depend on the situation and the need for coordination and support. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession.

d. Make available the County's emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by the SCDEM. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of the equipment. As needed, SCDEM will request additional assistance on behalf of the jurisdictions through established emergency management protocols—from the County to State, State to Region, and Region to National levels.

e. Under the provisions of SCC Chapter 2.36, initiate through the County Executive a Declaration of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

f. When requested, and at the discretion of the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison(s) to the Participating Jurisdiction to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of its EOC, SCDEM may request that jurisdictions deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the EOC and the incident site(s).

2. **Emergency Communications:** SCDEM and the Participating Jurisdiction will utilize communication protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP). SCDEM will provide the Participating Jurisdiction with training and information or technical assistance to endeavor to ensure communications compatibility and effectiveness during a crisis. SCDEM will utilize multiple means of communication to notify, warn and provide information and instruction to the general public regarding impending or occurring disasters.

3. **Volunteer / Emergency Worker Management:** SCDEM will work in conjunction with the Participating Jurisdiction to maintain the viability of their Community Emergency Response Team (CERT) and/or Radio Amateur Civil Emergency Service (RACES) radio operators, as applicable.

a. SCDEM will create an AlertSense notification database and act as a resourcing center for CERT and RACES team assistance.

b. SCDEM will facilitate temporary Emergency Worker registration for CERT and RACES team members during activations.

Schedule A2
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. Disaster Response and Recovery Coordination: SCDEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS).

b. Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via SNOPAC.

c. During disasters as defined by RCW 38.52.010(6), activate the Snohomish County Emergency Operations Center (SCEOC) to support Participating Jurisdictions.

Requests to activate the SCEOC will be made to the Duty Officer via SNOPAC. The level of SCEOC activation will depend on the situation and the need for coordination and support. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession.

When requested, and at the discretion of the SCDEM Director, Deputy Director, or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison(s) to the Participating Jurisdiction to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDEM may request that jurisdictions deploy liaisons to the Snohomish County SCEOC to, among other things, enhance communication between the EOC and the incident site(s).

d. During disasters, as defined by RCW 38.52.010(6), activate the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and Emergency Operations Plan (SCEOP). These plans articulate the roles and responsibilities of the County and its jurisdictions, and the SCEOC's procedures, respectively. Participating Jurisdictions will, with the support of SCDEM as outlined in Section 2 of this schedule, develop and maintain plans and procedures that support the SCCEMP and SCEOP.

e. Make available the County's emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by SCDEM. The County shall remain harmless in the event of non-availability or non-performance of the equipment.

f. As needed, SCDEM will request additional assistance on behalf of the Participating Jurisdictions through established emergency management protocols—from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC Chapter 2.36, initiate, through the County Executive a Proclamation of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDEM, in conjunction with the Participating Jurisdiction and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Participating Jurisdiction 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.

i. When requested and practicable, SCDEM will provide technical assistance to support Participating Jurisdictions' disaster recovery efforts.

2. Planning, Training, and Exercises: SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. It will also maintain training and exercise programs that adhere to state and federal guidance including the National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP), and Emergency Management Performance Grant (EMPG).

a. SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a comprehensive emergency management plan (CEMP) that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060.

b. SCDEM will maintain a multi-jurisdictional hazard mitigation plan (HMP) that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6 and, when requested, provide technical assistance in order for its Participating Jurisdictions to meet the requirements for participation in the HMP.

c. When requested, and at the discretion of the SCDEM Director or Deputy Director, SCDEM will provide technical assistance and/or templates to Participating Jurisdictions in order to develop functional emergency management plans and procedures. Examples of such plans include mass fatality plans, disaster debris management plans, emergency operations plans, and emergency operations center procedures.

d. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. Participating Jurisdictions desiring training and exercise support from SCDEM must be represented at the TEPW. SCDEM will coordinate one county-level functional exercise annually and provide additional training and exercise opportunities based upon the population or type of the jurisdiction as described below.

i. Jurisdictions with a population greater than 10,000 and Tribal Nations: SCDEM will provide, at a minimum, the delivery of two training and two exercise opportunities annually.

ii. Jurisdictions with a population of 10,000 or less: SCDEM will provide, at a minimum, the delivery of one training and one exercise opportunity annually.

3. **Warning, Notification, and Emergency Communications:** SCDEM and the Participating Jurisdiction will utilize protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP) and SCDEM Emergency Operations Plan (EOP).

a. 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.

b. SCDEM will provide the Participating Jurisdiction with training, information, and/or technical assistance to endeavor to ensure communications interoperability during a crisis.

c. SCDEM will facilitate access to, and training on, applicable incident management sites and software.

4. **Volunteer / Emergency Worker Management:** SCDEM will work in collaboration with Participating Jurisdictions to develop volunteer capabilities that augment Participating Jurisdictions' local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program. Annually, SCDEM will provide to the Participating Jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will create AlertSense notification lists for these groups.

c. SCDEM will develop, maintain, and centrally manage the Snohomish Emergency Response Volunteer (SERV) group. This group's purpose is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support volunteer Regional Coordinators that will be

responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

i. SCDEM will provide, at a minimum, annual 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's Volunteer Coordinator will meet with the Regional Coordinators annually to establish a yearly training calendar for the regional teams, and then quarterly throughout the year.

iii. Semiannually, SCDEM will host a countywide CERT meeting. Each team's Regional Coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

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

e. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross.

f. 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, WAC 118-04, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

5. Outreach and Preparedness: SCDEM will work in conjunction with Participating Jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience.

a. SCDEM leadership will meet semi-annually with Participating Jurisdictions' leadership to discuss community-specific concerns and needs.

b. SCDEM will convene meetings of its Advisory Board (see Schedule C) quarterly.

c. SCDEM will provide preparedness presentations based upon the population or type of the jurisdiction as described below. Requests for presentations will be made at least 60 days prior to the date of the presentation.

i. Jurisdictions with a population greater than 10,000 and Tribal Nations: Four presentations per year.

ii. Jurisdictions with a population of 10,000 or less: Two presentations per year.

Schedule B
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. **Disaster Response and Recovery Coordination:** Participating Jurisdictions will coordinate their emergency management activities with SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain a jurisdiction-level incident management structure that utilizes the principles of the National Incident Management System (NIMS).

b. During disasters, as defined by RCW 38.52.010(6), activate their incident management structure and notify SCDEM as soon as practicable.

c. When requested and practicable, deploy a liaison to the Snohomish County EOC to enhance coordination between the SCEOC and the jurisdiction.

d. During disasters, as defined by RCW 38.52.010(6), activate the jurisdiction's Comprehensive Emergency Management Plan (CEMP).

e. Under the provisions of applicable code, initiate through the jurisdiction's appropriate authority, a Proclamation of Emergency when the jurisdiction determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace. Notify SCDEM as soon as practicable of the intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

f. Work in conjunction with SCDEM during FEMA's post-disaster preliminary damage assessment (PDA) process. Track and report activities potentially reimbursable by federal and/or state disaster assistance programs.

2. **Planning, Training, and Exercises:** Participating Jurisdictions, with SCDEM assistance, will develop and maintain emergency management plans; train staff necessary to implement those plan; and exercise those staff and plans accordingly. In order to achieve this, Participating Jurisdictions should:

a. Provide a point of contact to SCDEM.

b. 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.

c. Send a representative to participate in SCDEM's annual training and exercise planning workshop (TEPW) per Section 2 of Schedule A2.

3. Warning, Notification, and Emergency Communications: Utilize established protocols and guidance to warn, notify, and communicate before, during, and after disasters.

a. Identify pre-designated areas and messages that can be loaded into the AlertSense notification system.

b. Participate in monthly communications checks with SCDEM.

c. Identify incident management staff to receive access to, and training on, applicable incident management sites and software.

4. Volunteer / Emergency Worker Management: Work in collaboration with SCDEM to develop capabilities that augment local disaster response efforts; specifically, the Snohomish Emergency Response Volunteers (SERV), Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Snohomish County Auxiliary Communications Service (ACS).

a. Identify potential volunteers for membership in SERV, CERT, and/or ACS.

b. When practicable, support volunteer activities in their region by providing meeting space.

c. When practicable, integrate volunteers into the jurisdiction's plans, training, and exercising.

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, provide said additional training. Using these 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 and WAC 118-04. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore the requesting jurisdiction is required to provide coverage in accordance with L&I Industrial Insurance regulations.

5. Outreach and Preparedness: Work in conjunction with SCDEM to provide disaster-related preparedness and education in order to improve overall community resilience.

a. Meet semi-annually with SCDEM's leadership to discuss community-specific concerns and needs.

b. Assign a representative to attend the quarterly Advisory Board meeting.

c. Submit requests for presentations at least 60 days prior to the date of the presentation.

Schedule C
SCC 2.36.130 Duties of the advisory board.

(1) The board shall serve in an advisory capacity and have the power to make recommendations to the county.

(2) The board shall advise the director of emergency management in recommending to the executive, actions on the following:

(a) Emergency management plans;

(b) The department's budget;

(c) Rate schedules for emergency management service charges paid by contracting agencies;

(d) Grant applications and utilization of awarded grant funds; and

(e) Other matters as requested by the county executive or the director

Schedule D
Service Fees by Jurisdiction

2016 Service Fees			
Jurisdiction	April 1, 2015 Population Est.[1]	2016 Per Capita Rate[2]	2016 Fees[3]
Arlington	18,490	$1.15	21,295
Brier	6,500	$1.15	7,486
Darrington	1,350	$1.15	1,555
Edmonds	40,490	$1.15	46,633
Gold Bar	2,115	$1.15	2,436
Granite Falls	3,390	$1.15	3,904
Index	160	$1.15	184
Lake Stevens	29,900	$1.15	34,437
Lynnwood	36,420	$1.15	41,946
Marysville	64,140	$1.15	73,872
Mill Creek	19,760	$1.15	22,758
Monroe	17,620	$1.15	20,293
Mountlake Terrace	21,090	$1.15	24,290
Mukilteo	20,900	$1.15	24,071
Snohomish	9,385	$1.15	10,809
Stanwood	6,585	$1.15	7,584
Sultan	4,680	$1.15	5,390
Woodway	1,335	$1.15	1,538
Tulalip Tribes[4]	4,517	$1.15	5,202
Stillaguamish Tribe[5]	280	$1.15	322
TOTALS	309,107	$1.15	356,007

[1]Source: State of Washington, Office of Financial Management, April 1, 2015 Estimates; http://www.ofm.wa.gov/pop/april1/default.asp

[2]The 2016 Per Capita Rate is the 2015 Per Capita Rate ($1.1543) adjusted by the change in CPI-W from April 2014 to April 2015, -0.22%.

[3]The 2016 fees are based on the April 1, 2015 population estimate and the 2016 per capita rate ($1.1517).

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

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

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 16-020

APPROVING THE INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF EDMONDS, WA

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, many cities, towns, and tribes have indicated an interest in contracting with the County for emergency management services; and

WHEREAS, on August 19, 2015, the County Council held a public hearing to consider approving form interlocal agreements for emergency management services with cities, towns, and tribes; and

WHEREAS, by Ordinance No. 15-055, passed on August 19, 2015, the County Council approved form interlocal agreements for emergency management services with cities, towns, and tribes, including services rates for such services; and

WHEREAS, Ordinance No. 15-055, further provided that the individual interlocal agreements substantially in the form of those agreements attached to Ordinance No. 15-055 would be subsequently approved by the County Council by motion; and

WHEREAS, the Snohomish County Executive has negotiated interlocal agreements for emergency management services with cities, towns, and tribes in substantially the form of those agreements attached to Ordinance No. 15-055;

NOW, THEREFORE, ON MOTION, pursuant to Ordinance No. 15-055, the Snohomish County Council authorizes the Executive to enter into and execute the interlocal agreement for emergency management services with the City of Edmonds in the amount of $46,633.00.

PASSED this 3rd day of February, 2016.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Terry Ryan
Council Chair

ATTEST:

Nancy Reed
Asst. Clerk of the Council