


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/9/2013

AGENDA ITEM: Interlocal Agreement for Emergency Management Services	
PREPARED BY: Cheryl Niclai DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Interlocal Agreement for Emergency Management Services	
BUDGET CODE: Various	AMOUNT: \$139,662

SUMMARY:

Snohomish County Department of Emergency Management (SCDEM) operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to RCW Chapter 38.52. The City and SCDEM have contracted emergency management services through previous agreements for Emergency Management Services for several years.

The purpose of this agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and protect the public peace, health, and safety, and to preserve the lives and property of the people of the County and City.

Under this agreement, SCDEM will continue to provide emergency management services as described in the Comprehensive Emergency Plan and in Attachment A to the Interlocal Agreement.

Service charges would be increased under this agreement because of CPI-W and population for an annual difference of \$1,593 from 2013 fees. The two year agreement would result in a total contract price of \$139,662 with an adjustment in 2015 as described in Paragraph 6 of the agreement.

Snohomish County and the City believe it is in the public best interest to continue to provide and coordinate emergency management services.

RECOMMENDED ACTION:

Staff recommends Council authorize the Mayor to sign the Interlocal Agreement for Emergency Management Services between SCDEM and the City.

INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County"), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as "City").

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, the City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated March 12, 2012; and

WHEREAS, the County and City believe that it is in the public interest to continue to provide and coordinate emergency management services as provided herein;

NOW, THEREFORE, the County and City hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and thereby to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Term. The term of this Agreement shall commence at 12:01 a.m. on the 1st day of January 2014, and expire at midnight on the 31st day of December 2015. This Agreement is subject to termination prior to its expiration date pursuant to Section 3.

3. Termination; Notice. If either party determines that it wishes to terminate this Agreement prior to its expiration, it shall provide written notice to the other by no later than June 15 of the year of termination. Termination pursuant to such notice may not occur prior to December 31st of the calendar year in which notice is given.

4. Definitions. The following definitions shall apply to this Agreement:

A. "Advisory Board" means the SCDem Advisory Board established pursuant to SCC 2.36.100.

B. "City" means the City of Marysville.

C. "County" means Snohomish County.

D. "Director" means the Director of SCDem appointed pursuant to SCC 2.36.060.

E. "Emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. It does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

F. "Emergency or disaster" means an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

5. 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 described in its comprehensive emergency management plan and as further described in Attachment A, which is attached and incorporated herein, subject to the limitations provided for in Paragraph 9.

6. Compensation. It is the intent of the parties that the City pays the costs of emergency management services provided by the County pursuant to this Agreement, including reasonable operation and maintenance costs, through service charges as established by this Agreement.

For 2014, the City shall pay annual service charges to the County at the rate of \$1.12 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2013 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Attachment B.

The service charges to be paid by the City shall be adjusted January 1, 2015, as follows: (1) the 2015 per capita rate shall be the 2014 per capita rate adjusted by the amount of the change in the B.L.S. Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April 2013 to April 2014; and (2) the 2015 service charges shall be based on the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*.

By July 10, 2014, the County shall issue a revision to Attachment B to reflect the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and resulting actual service charges for 2015

Payments are due and payable quarterly on January 31, April 30, July 31, and October 31st.

7. 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, as it now exists or is hereafter amended

8. Privileges and immunities. Whenever the employees of the County or 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 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 City in Chapter 38.52 RCW.

9. No warranty/rights of third parties. Notwithstanding any other provision of this Agreement, the emergency management services provided for herein 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. This Agreement confers no rights upon third parties.

10. 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) arising out of or in any way resulting from such party's own negligent acts or omissions 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.

11. Amendment. This Agreement may be amended only in writing approved by duly authorized representatives of the County and City executed in the same manner as this Agreement.

12. Notices. Notices and other communications shall be transmitted in writing by U.S. mail, postage prepaid, addressed to the parties as follows:

If to the County, to: Snohomish County
3000 Rockefeller Ave
MS #307
Everett, WA 98201-4046

If to the City, to: City of Marysville
Attn: Chief Administrator
1049 State Street
Marysville, WA 98270

13. Complete agreement. This Agreement, including its attachments, is a complete expression of the terms herein contained and any oral or written representations or understandings not incorporated herein are expressly excluded.

14. 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.

15. No assignment. No party may sell, transfer or assign any of its rights or benefits under this Agreement without the express written consent of the other party.

16. Recording. This Agreement and any amendment shall take effect upon execution by the parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.

DATED this __ day of _____, 2013. DATED this __ day of _____, 2013.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

Mayor

Snohomish County Executive

Attest:

Attest:

Approved as to form:

CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:
Margaret King 9/23/2013
Deputy Prosecuting Attorney

City Attorney

Interlocal Agreement
Attachment A

Section A.

AUTHORITIES

The County shall operate and have emergency powers as authorized by RCW 38.52.070 and exercise disaster control and coordination through its Department of Emergency management (DEM).

Section B.

EMERGENCY MANAGEMENT ORGANIZATION

1. Provide 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). The organization 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.
2. In order to support cities and/or incident commanders during disasters, as defined by RCW 38.52.010(6) or as declared by the Governor of the State of Washington, DEM will activate the Snohomish County Emergency Operations Center (EOC).

There are three levels of activation of the Snohomish County EOC:

Level I activation involves minor emergencies and the EOC will be primarily staffed from existing emergency management personnel and resources.

Level II activation involves incidents that have special characteristics requiring response by multiple county departments and partner agencies. It requires the acquisition and/or use of special resources. This level of activation will require support from selected Emergency Support Functions (ESF) and may include overnight operation.

Level III activation involves extraordinary incidents that require the coordinated response of all levels of government and emergency services in order to save lives and protect property. This level activation will require 24/7 operation and utilization of all ESF personnel.

The level of EOC activation depends on the situation and the need for coordination and support. The EOC may be activated upon a request from outside agencies such as fire districts, public safety answering points (dispatch centers) or other local governments to support their operations, but the decision to activate the EOC is made by either the

Director of the Department of Emergency Management (DEM), the Response and Recovery (R&R) Division or the appropriate designee in the DEM line of succession.

3. Under the provisions of Chapter 38.52 RCW, the County will initiate, through the County Executive, a Declaration of Emergency when it determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

Section C.

PERSONNEL

1. DEM is structurally organized, staffed, and trained to provide emergency management functions via a strategic means.

2. When requested and when practicable, DEM will deploy liaison(s) to cities to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the EOC, DEM may request that cities deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the EOC and the incident site(s).

Section D.

EMERGENCY COMMUNICATION

1. DEM will endeavor to minimize injury, death, and destruction by utilizing traditional communication means to warn and provide information and instruction to the general public regarding impending or occurring disasters.

2. DEM and participating cities will utilize communication protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP). DEM will provide participating cities with training and information or technical assistance to endeavor to ensure communications compatibility and effectiveness during a crisis.

Section E.

RESOURCES AND EQUIPMENT

1. DEM will provide, through the Snohomish County EOC and under the guidelines of NIMS and ICS, for the utilization of resources in efforts to minimize the effects of disasters.

2. DEM will request assistance for cities as needed through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

3. DEM will, through an ongoing process, identify and “type” according to federal and state standards appropriate County resources and assets, including those located within participating city jurisdictions. DEM will maintain the list for disaster response purposes and it shall be available for participating cities to review at their request when *For Official Use Only (FOUO)*. RCW 42.56.420(1).

Section F.

PLANNING, TRAINING, AND EXERCISE SERVICES

1. DEM will coordinate with participating cities to develop training and exercise programs to assist Snohomish County’s citizens, governments, and government leaders to become better prepared for disasters.

2. DEM will develop, maintain, and distribute a master list of available training and exercise opportunities for participating cities.

3. DEM will provide technical assistance and guidance for participating cities on federal and/or state requirements regarding emergency management training and exercises and how best to meet said requirements. When feasible and where cost effective, DEM will directly provide training for participating cities. When DEM is not able to provide direct training, DEM will assist cities to seek necessary funds to accomplish required or desired training.

4. DEM shall provide for participating cities current templates and technical assistance for development of the local Comprehensive Emergency Management Plan (CEMP) where required and/or the Emergency Operations Plan (EOP) and Continuity of Operations Plan (COOP).

5. DEM will provide technical support and assistance for the development of Public Information plans in participating cities. DEM will, through Emergency Support Function 15 (ESF-15), work to develop a protocol for operation of a Joint Information Center (JIC) between the County and participating cities as needed during disasters.

Section G.

DISASTER RECOVERY and MITIGATION

1. DEM will assist participating cities in the recovery process as defined in Public Law 93-288, as amended, the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*. When specifically requested, DEM will provide strategic and technical leadership and, where necessary and practicable, training for participating cities to successfully recover from disasters.
2. DEM will coordinate with participating cities and the Snohomish County Public Works Solid Waste Division to activate and operate the disaster debris recovery mission. The County’s Disaster Debris Management Plan

(DDMP) is a FEMA approved document that is an annex to the Snohomish County Comprehensive Emergency Management Plan and can be activated in the following response levels:

- a.* For localized, small events in which fewer than 500 cubic yards of disaster debris is visually identified by aid organizations. In this response, the Solid Waste Division (SWD) will prepare an impact map, locate all addresses in the impact area and issue vouchers for free disposal of disaster debris only to those addresses. Further details are in the full DDMP.
 - b.* For larger events including wind storms, larger floods, small earthquakes and other events SWD will assist participating cities with coordination of, and training for, an appropriate response. SWD will assist Cities with staff training to operate the disaster debris collection sites.
3. The County will provide support with coordination and staff training, as requested and as it is able. Cities will track and report their activities, staff time, equipment costs, materials, contract costs, and other potentially FEMA reimbursable costs. Each city is responsible for the costs it incurs that are not reimbursed by FEMA.
4. DEM will assist Cities with project worksheet preparation as well as offer assistance in setting up systems to capture all necessary data to have the best potential for full eligible expense reimbursement.

DEM, through its Preparedness and Mitigation Division, will provide participating cities with a current list of available mitigation grants and technical guidance that will enable them to apply for funds to prevent or minimize future disasters. When a participating city receives federal or state mitigation grants for projects, DEM will endeavor to assist those cities with technical guidance to meet the objectives and requirements of said grant.

ATTACHMENT B

Service Fees by Participating Jurisdiction and Year

2012 Service Fees			
Jurisdiction	April 1, 2010 Population Est. ¹	2011 Per Capita Rate ²	2011 Fees ³
Arlington	17,930	\$1.08	19,390
Darrington	1,345	\$1.08	1,454
Gold Bar	2,060	\$1.08	2,228
Granite Falls	3,370	\$1.08	3,644
Index	180	\$1.08	195
Lake Stevens	28,210	\$1.08	30,506
Marysville	60,660	\$1.08	65,598
Monroe	17,330	\$1.08	18,741
Snohomish	9,200	\$1.08	9,949
Stanwood	6,220	\$1.08	6,726
Sullan	4,655	\$1.08	5,034
Tulalip Tribes ¹⁰	4,183	\$1.08	4,523
Stillequamish Tribe ¹¹	240	\$1.08	260
Total	155,593		168,247

2013 Service Fees			
Jurisdiction	April 1, 2011 Population Est. ⁴	2012 Per Capita Rate ⁵	2012 Fees ⁶
Arlington	17,970	\$1.11	19,984
Darrington	1,345	\$1.11	1,496
Gold Bar	2,060	\$1.11	2,291
Granite Falls	3,380	\$1.11	3,759
Index	180	\$1.11	200
Lake Stevens	28,510	\$1.11	31,706
Marysville	61,360	\$1.11	68,238
Monroe	17,390	\$1.11	19,339
Snohomish	9,215	\$1.11	10,248
Stanwood	6,300	\$1.11	7,006
Sullan	4,655	\$1.11	5,177
Tulalip Tribes ¹⁰	4,265	\$1.11	4,743
Stillequamish Tribe ¹¹	279	\$1.11	310
Total	156,909		174,498

2014 Service Fees			
Jurisdiction	April 1, 2013 Population Est. ⁷	2014 Per Capita Rate ⁸	2014 Fees ⁹
Arlington	18,270	\$1.12	20,545
Darrington	1,350	\$1.12	1,518
Gold Bar	2,080	\$1.12	2,339
Granite Falls	3,385	\$1.12	3,806
Index	180	\$1.12	202
Lake Stevens	28,960	\$1.12	32,566
Marysville	62,100	\$1.12	69,831
Monroe	17,510	\$1.12	19,860
Snohomish	9,220	\$1.12	10,368
Stanwood	6,340	\$1.12	7,129
Sullan	4,660	\$1.12	5,240
Tulalip Tribes ¹⁰	4,325	\$1.12	4,863
Stillequamish Tribe ¹¹	280	\$1.12	315
Total	158,860		178,413

¹Source: State of Washington, Office of Financial Management, April 1, 2011 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

²The 2012 Per Capita Rate is the 2011 Per Capita Rate (\$1.059) adjusted by the change in CPI-U from April 2010 to April 2011, 2.1%.

³The 2012 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.0814).

⁴Source: State of Washington, Office of Financial Management, April 1, 2012 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁵The 2013 Per Capita Rate is the 2012 Per Capita Rate (\$1.0814) adjusted by the change in CPI-W from April 2011 to April 2012, 2.84%.

⁶The 2013 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.1121).

⁷Source: State of Washington, Office of Financial Management, April 1, 2013 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁸The 2014 Per Capita Rate is the 2013 Per Capita Rate (\$1.1121) adjusted by the change in CPI-W from April 2012 to April 2013, 1.11%.

⁹The 2014 fees are based on the April 1, 2012 population estimate and the 2013 per capita rate (\$1.1245).

¹⁰The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

¹¹The Stillequamish Tribe population numbers will be obtained from the Stillequamish Tribe Enrollment Officer once every year.