

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: A-2
DATE: March 22, 2007
SUBJECT: Interlocal Agreement – Snohomish County Department of
Emergency Management
CONTACT PERSON: Deborah Knight, City Administrator 

SUMMARY:

The issue before the City Council is approval of a one-year interlocal agency agreement (Attachment A) with the Snohomish County Department of Emergency Management (DEM) to provide for administration and coordination of County and City emergency management programs.

Interlocal Agreement Terms

The term of the agreement is one year from January 1, 2007 to December 31, 2007. Once the agreement is executed it may not be unilaterally terminated prior to the expiration date.

The City has until May 31, 2007 to notify the County of its intent not to enter into an agreement for the following year (2008).

Under the interlocal agreement, the County will **endeavor** (*emphasis added*) to provide the services described in its comprehensive emergency management plan and in Attachment A. Under Section 9 of the agreement, there is no warranty with regard to the adequacy of the actions of the parties in response to an emergency or disaster.

The City will pay \$4,360.80. The 2007 service charges to the City will remain at \$.97 per capita based on the Office of Financial Management 2006 population estimate of 4,135 people. Payments are due and payable quarterly.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the one-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

- This decision will result in a \$4,360.80 expenditure under Section 6 – Compensation of the agreement. The expenditure is budgeted in the General Fund, Water, Sewer and Street Funds.
- The policy question for the City Council is whether the \$4,360.80 fee paid to the Snohomish County Department of Emergency Management provides sufficient levels of administration and coordination of emergency management programs.
- The option for the City of Sultan would be to partner with another agency such as the City of Monroe for a joint local organization as required under RCW 38.52.070.
- If the Council does not authorize the Mayor to sign the interlocal agency agreement, any calls to the County for disaster assistance would be billed to the City on a time and materials basis.

BACKGROUND:

Effective January 1, 2006, the Snohomish County Department of Emergency Management (SCDEM) made the transition from an independent stand alone agency to part of the Snohomish County government. The decision to dissolve the SCDEM was made August 2005 by its board of directors of twelve city mayors. The decision to make the change was to coordinate multiple agencies county-wide.

The new emergency management structure created by the transition is intended to coordinate security functions, particularly with federal agencies such as the Department of Homeland Security. The County's plan for 2006 focused on:

- Improving management and identifying cost-savings by eliminating redundancies.
- Providing continuity of oversight and management for security and emergency response
- Maintaining assessments paid by member cities and towns at current levels.

Emergency Management in Washington State

Emergency management in Washington State is authorized by the laws contained in Chapter 38.52 RCW.

The Washington State Military Department Division of Emergency Management administers the state emergency management program. State criteria for emergency management funds, workers, organizations, services and plans, and disaster recovery is outlined in Title 118 WAC.



Each political subdivision is authorized and directed to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program (see RCW 38.52.070). More specifically, WAC 118-30-040 sets out the responsibilities of political subdivisions:

1. Each political subdivision must establish an emergency management organization by ordinance or resolution passed by the legislative body of the political subdivision. Two or more political subdivisions may join in the establishment of an emergency management organization.
2. Each political subdivision shall develop, promulgate and submit a comprehensive emergency management plan.
3. Each political subdivision shall submit an emergency management program paper annually to the director not less than sixty days prior to the beginning of the calendar year.
4. Political subdivisions that have joined together to form a joint emergency management organization may submit a single plan and program paper. Criteria for evaluating local emergency management/services organizations, plans and programs to ensure consistency with the state comprehensive emergency management plan and program is outlined in Chapter 118-30 WAC

ANAYLSIS:

Local jurisdictions are responsible for maintaining the health, safety, and welfare of its citizens; and, in accordance with RCW 38.52.070, are in control of their respective jurisdictions. In an emergency or disaster, the saving of lives, protection of property, and the preservation of the environment are mission priorities.

The State of Washington encourages local jurisdictions to enter into mutual aid and/or interlocal agreements to enhance their emergency response and recovery capabilities.

By authorizing the Mayor to sign the interlocal agency agreement, the City of Sultan will be a member agency with the Snohomish County Department of Emergency Management. This partnership provides critical links and support to the City in times of disaster and resource emergencies.

During times of disasters, emergency responders can be quickly overwhelmed and will only be able to respond to the most critical calls. The proposed interlocal agreement with Department of Emergency Management provides access to County resources to supplement City resources when they have been exhausted.

Interlocal Agency Agreement

Attachment A outlines the list of services provided under the interlocal agreement. The list of services described seems overly broad for example, Section B states, "Provide services, equipment and personnel to the City to assist it with emergency management functions." It is difficult to say exactly what this means. What services, what equipment and what personnel does the agreement anticipate?

"Emergency management functions" describe a wide range of tasks - everything from preparing the City's Comprehensive Emergency Management Plan to providing sandbags during a disaster. When questioned about the scope of services, Department of Emergency Management personnel were unable to more clearly define the agreed upon deliverables.

Department of Emergency Management staff agreed in February to review the contract with the member agencies and propose changes to better define the scope. The City Administrator has agreed to participate in the small work group to review the contract scope. This work has not yet begun.

FISCAL IMPACT:

Pursuant to Section 6 - Compensation of the interlocal agreement the City of Sultan's proportionate share of the cost is \$4,360.80 for 2007.

ALTERNATIVES:

1. Authorize the Mayor to sign the one-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

This will satisfy the state requirement under RCW 38.52.070 to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program.

This will result in a \$4,360.80 expenditure for 2007.

If no additional action is taken prior to May 31, 2007, the City will be obligated to continue the agreement in 2008 under Section 3 – Subsequent Agreement.

2. Do not authorize the Mayor to sign the one-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

A decision not to authorize the Mayor to sign the agreement will not meet the state requirement to establish a local organization or be a member of an organization for emergency management.

The City Council would need to direct staff to pursue other alternative arrangements such as contracting with another planning agency such as the City of Monroe.

This would delay the expenditure of funds and would end the existing agreement between Snohomish County DEM and the City of Sultan.

Any calls to the County for disaster assistance would be billed to the City on a time and materials basis.

3. Do not authorize the Mayor to sign the one-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs and direct staff to areas of concern.

RECOMMENDED ACTION:

Authorize the Mayor to sign the one-year interlocal agency agreement with the Snohomish County Department of Emergency Management for administration and coordination of County and City emergency management programs.

RECOMMENDED MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE ONE-YEAR INTERLOCAL AGENCY AGREEMENT WITH THE SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT FOR ADMINISTRATION AND COORDINATION OF COUNTY AND CITY EMERGENCY MANAGEMENT PROGRAMS.

ATTACHMENT

- A. Interlocal Agency Agreement
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COUNCIL ACTION:

DATE:

After recording return to:

Department of Emergency Management
Snohomish County
3000 Rockefeller Avenue, M/S 307
Everett, WA 98201

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 Arlington, 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 _____; 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, 2007, and expire at midnight on the 31st day of December, 2007. The Agreement is not subject to unilateral termination prior to its expiration date or to renewal or extension beyond its expiration date.

3. Subsequent Agreement; Notice. The parties currently intend to enter into a subsequent agreement on the subjects hereof for calendar years subsequent to 2007. If either party determines that it no longer intends to enter into such an agreement, it shall provide written notice to the other by no later than May 31, 2007.

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 Sultan.

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. 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 pay the costs of emergency management services provided by the County pursuant to this Agreement through SCDEM, including reasonable operation and maintenance costs, through service charges as established by this Agreement. 2007 service charges to the City, imposed on a per capita basis, will remain at \$0.97 per capita as set forth in Attachment B. The population number used will be from the Office of Financial Management (OFM) 2006

April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington.

Payments are due and payable quarterly on January 31, April 30, July 31, and October 31, 2007.

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.

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 Sultan
Attn: City Manager
P.O Box 1199
Sultan, WA 98294

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 shall be recorded by the County with the Snohomish County Auditor.

DATED this ___ day of _____, 2006.

CITY OF SULTAN

SNOHOMISH COUNTY

Mayor

Snohomish County Executive

Attest:

Attest:

Approved as to form:

Approved as to form:

City Attorney

Deputy Prosecuting Attorney

ATTACHMENT A

The County shall provide the following emergency management services and functions:

- A. Operate and have emergency powers as authorized by RCW 38.52.070 and exercise disaster control and coordination through the Snohomish County Department of Emergency Management.
- B. Provide services, equipment and personnel to the City to assist it with emergency management functions.
- C. Provide an emergency management organization to coordinate emergency management activities to endeavor to minimize death, injury, and damages during natural disasters or man-made disasters.
- D. Coordinate local emergency service planning with the federal government, the State of Washington, neighboring counties and states, military organizations and other support networks.
- E. Provide for the effective utilization of resources to minimize the effects of disasters and request assistance as needed through established emergency service avenues at the County to State, State to region and region to national levels.
- F. Seek compensation coverage for volunteers who suffer injury or equipment loss or damage as a result of emergency service duty.
- G. Establish and maintain training and public information programs.
- H. Develop a system for warning and providing information and instruction to the general public regarding disasters.
- I. Subject to the requirements of the Snohomish County Code, seek and administer grants from federal, state and other sources for emergency management purposes.
- J. In the event of a disaster as defined by RCW 38.52.010(6), or as declared by the Governor of the State of Washington as provided by law:
 1. Activate the County's EOC and provide coordination, direction and assistance to the Incident Commander(s) in the overall response to the disaster that affects a specific jurisdiction or the county as a whole.

ATTACHMENT A (CONT'D)

2. Under the provisions of Chapter 38.52. RCW, initiate, through the County Executive, a Declaration of Emergency when it is determined that a public disorder, disaster, energy emergency, or riot exists which affects life, health, property or the public peace.
3. Obtain vital supplies, equipment, and such other properties found to be lacking and necessary for the protection of life and property.

ATTACHMENT B

FFY 2007 Per Capita by Jurisdiction

Location	2004 Population Est.*	2005 Per Capita Rate	2005 Fees Based on Per Capita	2004 Population Est.*	2006 Per Capita Rate	2006 Fees Based on Per Capita	Change in Population Est. from April 2004 to April 2006*	Change in Fees from 2006 to 2007 Based on Population Change and Per Capita	2006 Population Est.*	2006 Per Capita Rate	2007 Fees** Based on 04/01/06 Population Estimate
Unincorporated Snohomish County	309,418	\$ 0.97	\$300,135.46	309,418	\$ 0.97	\$ 300,135.46	6,947	\$ 6,738.59	316,365	\$ 0.97	\$306,874.05
Arlington	14,700	\$ 0.97	\$ 14,259.00	14,700	\$ 0.97	\$ 14,259.00	730	\$ 708.1	15,430	\$ 0.97	\$ 14,967.10
Darrington	1,405	\$ 0.97	\$ 1,362.85	1,405	\$ 0.97	\$ 1,362.85	60	\$ 58.20	1,465	\$ 0.97	\$ 1,421.05
Gold Bar	2,075	\$ 0.97	\$ 2,012.75	2,075	\$ 0.97	\$ 2,012.75	50	\$ 48.50	2,125	\$ 0.97	\$ 2,061.25
Granite Falls	3,010	\$ 0.97	\$ 2,919.70	3,010	\$ 0.97	\$ 2,919.70	85	\$ 82.45	3,095	\$ 0.97	\$ 3,002.15
Index	157	\$ 0.97	\$ 152.29	157	\$ 0.97	\$ 152.29	(2)	\$ (1.94)	155	\$ 0.97	\$ 150.35
Lake Stevens	7,135	\$ 0.97	\$ 6,920.95	7,135	\$ 0.97	\$ 6,920.95	2,515	\$ 2,439.55	9,650	\$ 0.97	\$ 9,360.50
Marysville	28,800	\$ 0.97	\$ 27,936.00	28,800	\$ 0.97	\$ 27,936.00	3,350	\$ 3,249.5	32,150	\$ 0.97	\$ 31,185.50
Snohomish	8,585	\$ 0.97	\$ 8,327.45	8,585	\$ 0.97	\$ 8,327.45	335	\$ 324.95	8,920	\$ 0.97	\$ 8,652.40
Stanwood	4,315	\$ 0.97	\$ 4,185.55	4,315	\$ 0.97	\$ 4,185.55	625	\$ 606.25	4,940	\$ 0.97	\$ 4,791.80
Sultan	4,135	\$ 0.97	\$ 4,010.95	4,135	\$ 0.97	\$ 4,010.95	305	\$ 295.85	4,440	\$ 0.97	\$ 4,306.80
	383,735		\$372,222.95	383,735		\$372,222.95	15,000	\$ 14,550.00	398,735		\$386,772.95

*Source: State of Washington, Office of Financial Management, April 1 Population of Cities, Towns and Counties Used for the Allocation of Selected State Revenues.
 ** Note: The calculation of 2007 fees is not a full cost recovery for Snohomish County government.