

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: C-7

DATE: November 12, 2009

SUBJECT: Interlocal Agreement – Snohomish County Department of
Emergency Management

CONTACT PERSON: Deborah Knight, City Administrator 

ISSUE

The issue before the City Council is approval of a two-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.

This is a housekeeping item. The City is obligated to continue the agreement in 2010. Under Section 3 – termination notice, the city must provide written notice to DEM by June 15.

STAFF RECOMMENDATION:

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

SUMMARY:

Interlocal Agency Agreement

This is a continuation of the Agreement negotiated between the parties in 2007.

Interlocal Agreement Terms

The term of the agreement is two years from January 1, 2010 to December 31, 2011. The City has until June 15, 2008 to notify the County of its intent not to enter into an agreement for the following year (2009).

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 \$4,810 (4,555 population x \$1.06) up from \$4,768 in 2008 based on 1.06 per capita. The 2010 payment will be based on the 2009 population estimate from the Office of Financial Management. Adjustment to the per capita fee will be based on the CPI-W from April 2008 to April 2009. Payments are due and payable quarterly.

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 was intended to coordinate security functions, particularly with federal agencies such as the Department of Homeland Security. The County's plan 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.

FISCAL IMPACT:

Pursuant to Section 6 - Compensation of the interlocal agreement the City of Sultan's proportionate share of the cost is \$4,810 for 2010. The cost is shared between the General Fund and Enterprise Funds.

ALTERNATIVES:

1. Authorize the Mayor to sign the two-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 \$4,810 for 2010.

Since no additional action was taken prior to June 15, 2009, the City is obligated to continue the agreement in 2010 under Section 3 of the ILA.

2. Do not authorize the Mayor to sign the two-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.

The City would still be obligated to make the \$4,810 payment for 2010.

3. Do not authorize the Mayor to sign the two-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 two-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 TWO-YEAR INTERLOCAL AGENCY AGREEMENT WITH THE SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT FOR ADMINISTRATION AND COORDINATION OF COUNTY AND CITY EMERGENCY MANAGEMENT PROGRAMS.

ATTACHMENTS:

Attachment A – Interlocal Agreement for Emergency Management Services

After recording return to:

Office of the Executive
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 Sultan, 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 December 31, 2007; 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 2010, and expire at midnight on the 31st day of December 2011. 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 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. 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 pay 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 2010, the City shall pay annual service charges to the County at the rate of \$1.05 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2009 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, 2011, as follows: (1) the 2011 per capita rate shall be the 2010 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 2009 to April 2010; and (2) the 2011 service charges shall be based on the City's population number from the Office of Financial Management (OFM) *April 1, 2010 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*.

By July 10, 2010, 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, 2010 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and resulting actual service charges for 2011

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. A copy of SCC 2.36.130 in effect on the date of execution of this Agreement is attached hereto as Attachment C.

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

16. Recording. This Agreement shall be recorded by the County with the Snohomish County Auditor.

DATED this ___ day of _____, 2009.

CITY OF SULTAN

SNOHOMISH COUNTY

Mayor

Snohomish County Executive

Attest:

Attest:

Approved as to form:

Approved as to form:

City Attorney

Deputy Prosecuting 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 EOC at Paine Field 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, through the Training and Exercise Officer, 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, 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

2009 Service Fees			
Jurisdiction	April 1, 2008 Population Est. ¹	2009 Per Capita Rate ²	2009 Fees ³
Arlington	17,050	\$1.05	17,868
Darrington	1,500	\$1.05	1,572
Gold Bar	2,210	\$1.05	2,316
Granite Falls	3,290	\$1.05	3,448
Index	160	\$1.05	168
Lake Stevens	14,560	\$1.05	15,259
Marysville	37,060	\$1.05	38,839
Snohomish	9,020	\$1.05	9,453
Stanwood	5,445	\$1.05	5,706
Sultan	4,550	\$1.05	4,768
Total	94,845		99,398

2010 Service Fees			
Jurisdiction	April 1, 2009 Population Est. ⁴	2010 Per Capita Rate ⁵	2010 Fees ⁶
Arlington	17,150	\$1.06	18,110
Darrington	1,505	\$1.06	1,589
Gold Bar	2,150	\$1.06	2,270
Granite Falls	3,375	\$1.06	3,564
Index	155	\$1.06	164
Lake Stevens	14,800	\$1.06	15,629
Marysville	37,530	\$1.06	39,632
Snohomish	9,145	\$1.06	9,657
Stanwood	5,590	\$1.06	5,903
Sultan	4,555	\$1.06	4,810
Tulalip Tribes ¹⁰	4,020	\$1.06	4,261
Total	99,975		105,590

2011 Service Fees			
Jurisdiction	April 1, 2010 Population Est. ⁷	2010 Per Capita Rate ⁸	2010 Fees ⁹
Arlington	TBD	TBD	TBD
Darrington	TBD	TBD	TBD
Gold Bar	TBD	TBD	TBD
Granite Falls	TBD	TBD	TBD
Index	TBD	TBD	TBD
Lake Stevens	TBD	TBD	TBD
Marysville	TBD	TBD	TBD
Snohomish	TBD	TBD	TBD
Stanwood	TBD	TBD	TBD
Sultan	TBD	TBD	TBD
Tulalip Tribes ¹⁰	TBD	TBD	TBD
Total	TBD		TBD

¹Source: State of Washington, Office of Financial Management, April 1, 2008 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

²The 2009 Per Capita Rate, \$1,048, is the 2008 Per Capita Rate, \$1,011, adjusted by the change in CPI-W from April 2007 to April 2008, 3.8%.

³The 2009 fees are based on the April 1, 2008 population estimate and the 2009 per capita rate.

⁴Source: State of Washington, Office of Financial Management, April 1, 2009 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁵The 2010 Per Capita Rate is the 2009 Per Capita Rate (\$1,048) adjusted by the change in CPI-W from April 2008 to April 2009, 0.08%.

⁶The 2010 fees are based on the April 1, 2009 population estimate and the 2010 per capita rate.

⁷Source: State of Washington, Office of Financial Management, April 1, 2010 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁸The 2011 Per Capita Rate is the 2010 Per Capita Rate (\$1,056) adjusted by the change in CPI-W from April 2009 to April 2010, (TBD).

⁹The 2011 fees are based on the April 1, 2010 population estimate and the 2011 per capita rate.

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

ATTACHMENT C

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.