

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: August 2, 2021

Submitting Dept: **Other:** Emergency Management, via Mayors office

Name of Staff Member Presenting to Council: Sarah Nuss **Ext.** 435-7026

Agenda Item Type: Contract Item

Agenda Item Name: DEM Interlocal Agreement Contract

Agenda Wording (250 Character Max): 0320 – DEM Interlocal Agreement

Summary Background (500 Character Limit): Since 1979, the Inland Northwest regional emergency management (EM) system has been a cooperative joint emergency management organization. In this system, municipal jurisdictions within Spokane County contract with the Spokane County Department of Emergency Management (SCEM) to be a part of the Spokane Regional Joint Emergency Management Organization. This has been achieved through a series of resolutions and interlocal agreements (ILAs), the most recent of which was signed in 2012. From 1979-2019, the City of Spokane (COS) contracted (via ILA) with SCEM, meeting the statutory requirements set out in the Revised Code of Washington (RCW) chapter 38.52 and the Washington Administrative Code (WAC) chapter 118-30. Effective 31-December 2019, the City of Spokane withdrew from the omnibus ILA for services under the Spokane Regional Joint Emergency Management Organization. This withdrawal leaves the COS liable for potential litigation during and following disaster or emergency incidents because the COS is operating outside of RCW and WAC. However, this risk can be resolved if the COS takes immediate action to achieve a local emergency management organization designation through rejoining the Spokane Regional Joint Emergency Management Organization. Adopting the ILA for services with SCEM brings the City of Spokane into compliance with requirements set out in the RCW 38.52 and WAC 118-30.

Lease? Yes No

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense: \$72,360.60 (expense) 0020-88200-25600-54261-99999

Council Notifications: PSCH Committee, 7/12/21

City Council Sponsor: CM Lori Kinnear


Any Additional Approvals Required: N/A

Distribution List: We add the Submitter, Department Head, and Division Head to all agenda submittals.

Submitter: Sarah Nuss, snuss@spokanecity.org Division Head: Johnnie Perkins
jperkins@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**

**Approved by Spokane City
Council on: 08/02/2021**

DocuSigned by:

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City Clerk

**INTERLOCAL AGREEMENT FOR EMERGENCY
MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this ^{AUGUST} 3rd day of ~~July~~, 2021, by and between SPOKANE COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SPOKANE, a municipal corporation of the State of Washington (the "City" or the "Town") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

DS


RECITALS

- A.** The County has established Spokane County Emergency Management (hereinafter "SCEM") as an emergency management agency within the Spokane County Sheriff's Office pursuant to Chapter 1.08 SCC.
- B.** The County, acting through SCEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.
- C.** The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated July 17, 2012.
- D.** The coordinated emergency management services that SCEM provides, augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.
- E.** The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and filed with the County Auditor. The term of this Agreement is three (3) years; and the Agreement shall remain in effect through midnight December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before March 30, 2023. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2020, 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:

Chandra Fox, Deputy Director
Spokane County Emergency
Management
1121 W Gardner Ave
Spokane, WA 99201

City's Initial Administrator:

Sarah Nuss, Director of
Emergency Management
City of Spokane, Office of the
Mayor
808 W Spokane Falls Blvd
Spokane, WA 99201

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

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule D, which is attached hereto and incorporated herein, upon at least 30 days written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including, but not limited to, the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster. The City shall remain responsible for 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. Emergency Management Policy Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCEM Emergency Management Policy Board established by SCC 1.08.030. The duties of the Policy Board are set forth in SCC 1.08.030, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2021, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCEM's proposed General Fund budget, minus funding for the Deputy Director, and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2020 version of which attached hereto and incorporated herein at Schedule C. By July 15 of each year, the County shall issue a revision to Schedule C to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2021, the Annual Service Charge shall be set at a rate of \$0.89 per capita. The County agrees to pay the annual service charge assigned to cities and towns that have a population of less than 1,000.

At the end of each calendar year, using the population methodology and actual SCEM costs plus Countywide and Sheriff's Department Indirect Costs from the Law Enforcement Cost Allocation Plan, the County will re-compute each City's actual cost share. Annual adjustments will be made on or before October 31st of each year based on actual expenditures for the previous year.

7.2 Invoicing. The Annual Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly

installments on January 31, April 30, July 31, and October 31.

73 **Additional Services.** If a City elects to receive additional service(s) as described in Schedule D, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

74 **Homeland Security and Emergency Management Performance Grants.** The Parties acknowledge the importance of sustaining SCEM staff currently funded by federal grants. In the event that SCEM receives notice of cuts to federal grants that may jeopardize SCEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Annual Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

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

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

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit,

action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

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

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

16. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law and Venue.

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

19. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

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

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



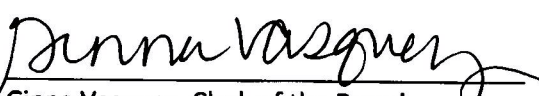
JOSH KERNS, CHAIR



MARY L. KUNEY, VICE-CHAIR

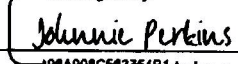


AL FRENCH, COMMISSIONER

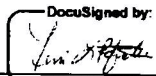
ATTEST:


Ginna Vasquez, Clerk of the Board

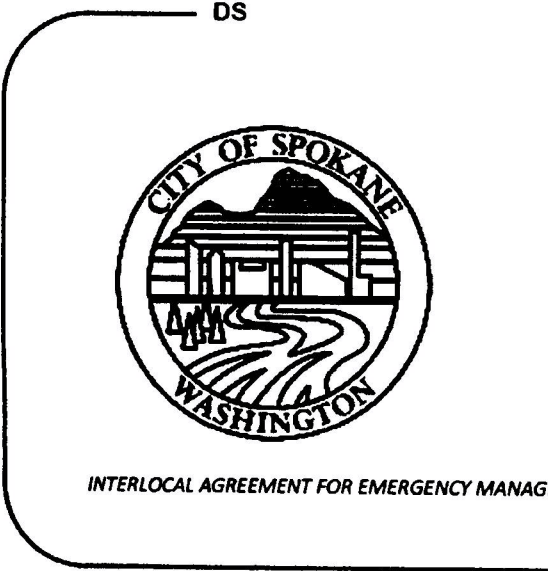
CITY:
City of Spokane, a
Washington State municipal corporation

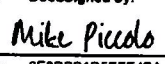
DocuSigned by:


By Name: Johnnie Perkins
Title: City Administrator

ATTEST:
DocuSigned by:


City Clerk



Approved as to form:
DocuSigned by:


Assistant City Attorney

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COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY L. KUNEY, VICE-CHAIR

AL FRENCH, COMMISSIONER

ATTEST:

Ginna Vasquez, Clerk of the Board

CITY:
City of Spokane, a
Washington State municipal corporation

By *Johnnie Perkins*
Name: Johnnie Perkins

Title: City Administrator

ATTEST:

DocuSigned by:
 Gina Vasquez
City Clerk

Approved as to form:

DocuSigned by:
 Mike Piccolo
Assistant City Attorney



Schedule A
Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through Spokane County Emergency Management (“SCEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCEM will maintain an emergency management organization that complies with state law and federal guidelines. This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing and sustaining Core Capabilities across all mission areas, developing disaster management relationships with partners throughout the County and Region, and incorporating the Whole Community perspective into all programs.

2. Planning: SCEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCEM will use, and encourage the use of, systematic planning processes that engage the Whole Community.

a. SCEM will maintain the Spokane County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an Emergency Operations Plan (EOP), as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. Plans shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively. Plans will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCEM will maintain the Spokane County Natural Hazards Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6, and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6.

c. SCEM will maintain the Spokane County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a

jurisdictional Disaster Recovery Framework.

d. SCEM will maintain standard procedures for its Emergency Coordination Center (ECC) and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers.

e. SCEM will participate in regional- and state-level planning efforts, representing Spokane County and, unless otherwise specified, the Participating Jurisdictions within Spokane County. Examples of such efforts include the Statewide Catastrophic Incident Planning Team (SCIPT), State Emergency Response Commission (SERC), and the Emergency Management Advisory Group (EMAG).

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

a. SCEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCEM will also send representatives on behalf of Spokane County and the Participating Jurisdictions to the State's annual Integrated Preparedness Planning Workshop (IPPW).

b. SCEM will maintain a Multi-Year Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCEM will produce and electronically distribute a training and exercise calendar each month to the Participating Jurisdictions.

c. SCEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan and FEMA's Core Capability Development Sheets. This training program includes:

i. SCEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.

ii. Countywide, SCEM will facilitate the delivery of two (2) ICS-300 (Intermediate ICS for Expanding Incidents) courses and two (2) ICS-400 (Advanced ICS for Complex Incidents) courses each year.

- iii. Countywide, SCEM will facilitate the delivery of two (2) G191 (Emergency Operations Center/Incident Command System Interface) workshops each year, or as requested.
- iv. Upon request, SCEM will facilitate the delivery of the Community Points of Distribution (CPOD) courses.
- v. Upon request, SCEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and to help them meet the requirements of the National Incident Management System (NIMS).
- vi. Annually, SCEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- vii. On behalf of each Participating Jurisdiction, SCEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.
- viii. Countywide, SCEM will deliver two (2) offerings of an ARRL-approved HAM radio technician class each year.

d SCEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCEM's exercise program is to evaluate established plans and/or procedures, and identify ways to improve those plans and/or procedures. The exercise program includes, but is not limited to:

- i. Every three (3) years SCEM will conduct a countywide functional exercise that evaluates Spokane County's CEMP, the procedures used in the Spokane County Emergency Coordination Center, and our ability to coordinate with jurisdictions throughout Spokane County. SCEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan.
- ii. Countywide, SCEM will facilitate two (2) tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Spokane County.
- iii. Countywide, SCEM will facilitate one (1) CPOD exercise per year in conjunction with CPOD training.
- iv. SCEM will facilitate jurisdiction EOC workshops as requested. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.
- v. SCEM will facilitate jurisdiction EOC drills as requested. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.

vi. Countywide, SCEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

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

a. SCEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer is available through direct phone call, or by request through Dispatch.

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

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

d. SCEM will maintain and, when necessary, activate the Spokane County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCEM Deputy Director. The decision to activate the SCJIC, and at what level, is made by the SCEM Director or Deputy Director.

e. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Spokane County. The SCECC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCECC. When necessary, SCEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

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

g. When activated, the SCJIC shall coordinate public information and messaging about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCEM Deputy Director, SCEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCEM may request that Participating Jurisdictions deploy liaisons to the Spokane County ECC to enhance communication between the SCECC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCEM will, under the provisions of SCC Chapter 1.08.020, initiate through the Board of County Commissioners a Proclamation of Emergency for Spokane County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCEM as soon as practicable of their intent to proclaim a disaster and provide SCEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster Preliminary Damage Assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Spokane County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Disaster Assistance Response Teams (DART) and/or the Spokane County Auxiliary Communications Service (ACS).

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

b. SCEM will provide oversight to the Spokane County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCEM, its Participating Jurisdictions, as well as hospitals and the Greater Inland Northwest Chapter of the American Red Cross. SCEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

c. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience.

a. SCEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to Spokane County's identified hazards of concern, and procure and make available FEMA-produced preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio and TV stations, and across social media platforms.

c. Upon request, and when practicable, SCEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs

associated with such events, e.g. refreshments, room rental costs, etc.

d. Quarterly, SCEM will produce a report that summarizes its major activities for the previous quarter. The quarterly report will be distributed to the Director, the Emergency Management Policy Board (EMPB), the Emergency Management Operations Group (EMOG), and Participating Jurisdictions.

8. SCEM Resources: SCEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCEM Duty Officer or, when activated, the Spokane County ECC. These resources include, but are not limited to:

a. Mobile Command Vehicle, commonly referred to as the “MCV.” A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. Upon request of the MCV, SCEM provides the MCV, and as needed, a pilot car to assist in routing the MCV to the requested ICP location.

b. Communications trailer. The communications trailer provides a self-contained, climate-controlled capability to augment communications.

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

d. Alert and Warning. SCEM will manage the Alert Spokane program, and maintain a system that provides alert and warning to county residents. Access to this system for local alerting will be through SREC Dispatch or the SCEM Duty Officer. Use of the system for Wireless Emergency Alerts (WEA) or other IPAWS protocols, is available only through the SCEM Duty Officer.

Schedule B
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility. Fulfillment of the specific Expectations of Participating Jurisdictions will be commensurate with and appropriate for each individual jurisdiction (i.e. type and scope of plan(s) needed, and level of required staff training).

1. General:

a. Each Participating Jurisdiction will appoint a coordinator who will serve as the Jurisdiction's primary point of contact for SCEM.

b. In accordance with SCC 1.08.035, each Participating Jurisdiction will designate one (1) representative and one (1) alternate to the SCEM Emergency Management Policy Board and attend the quarterly meetings. Names of and contact information for the representative and alternate shall be provided to SCEM's Deputy Director prior to February 1 of each calendar year, and as soon as possible following the designation of a new representative. The Policy Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans and programs; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating jurisdictions will develop and maintain Continuity of Government and Continuity of Operations (COG/COOP) plans for their respective jurisdictions. Plans will include, at a minimum: provision for the preservation, maintenance, and/or reconstitution of the jurisdiction's government accomplished through succession of leadership; and ensure the continued performance of minimal essential functions; develop the necessary plans, procedures, and provision for alternate facilities, personnel, resources, interoperable communications, and vital records/databases.

b. Participating Jurisdictions of sufficient size will maintain an Emergency Operations Plan (EOP) that describes a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations, and includes the procedures to be used during emergencies for coordinating the jurisdiction's resources.

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development

of plans including the jurisdiction's emergency operations plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCEM Deputy Director.

4. Disaster Response Activities:

a. Participating Jurisdictions will coordinate their emergency response activities with and through SCEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

b. During, or in anticipation of, disasters as defined by RCW 38.52.010(9A), affected Participating Jurisdictions will activate their incident management structure and Emergency Operations Plan, and notify SCEM as soon as practicable.

c. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

d. Participating jurisdictions are responsible for the costs of response services provided specifically to their jurisdiction. The jurisdiction will participate in negotiating those costs with the vendor or service provider at time of request and prior to any expenditure. There is no expectation or responsibility implied by this agreement that a jurisdiction would subsidize the response costs of another jurisdiction.

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

f. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

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

h. Upon determining that a disaster as defined by RCW 38.52.010(9A) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCEM as soon as practicable of their intent to proclaim a disaster and provide SCEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(9A), SCEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Spokane County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCEM will work in collaboration with Participating Jurisdictions to develop volunteer capabilities that augment Participating Jurisdictions' local disaster response efforts; specifically, Disaster Assistance Response Teams (DART) and/or the Spokane County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential volunteers to affiliate with DART and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCEM will work in conjunction with participating

jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCEM Resources: SCEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCEM Duty Officer or, when activated, the Spokane County ECC.

Schedule C
Estimated 2021 Service Fees by Jurisdiction

Spokane County Emergency Management

2021 Estimate

Total Salary & Benefits	\$398,502.00
Less Deputy Director S&B	<u>(\$136,264.00)</u>
Local Salary & Benefits	\$262,264.00
M & O	\$41,525.00
Indirect Costs (33.61%)	<u>\$102,103.48</u>
Total Local Operating Costs	\$405,892.48

City	Population	% Population	2021 Cost Estimate
Airway Heights	10,010	0.0192	\$7,774.56
Cheney	12,640	0.0242	\$9,817.22
Deer Park	4,485	0.0086	\$3,483.41
Liberty Lake	11,500	0.0220	\$8,931.81
Medical Lake	5,040	0.0096	\$3,914.46
Millwood	1,840	0.0035	\$1,429.09
Spokane	223,600	0.4279	\$173,665.44*
Spokane Valley	97,490	0.1865	\$75,718.44
Fairfield	635	0.0012	\$493.19
Latah	195	0.0004	\$151.45
Rockford	495	0.0009	\$384.46
Spangle	285	0.0005	\$221.35
Waverly	135	0.0003	\$104.85
Unincorporated	154,250	0.2952	\$119,802.75
			\$405,892.48
Total County Population	522,600		
Cost Share Population	522,600		\$ 0.7767

* City will be required to pay \$ 72,360.60 for fiscal year 2021 reflecting a pro-rated amount from 1 August 2021 to 31 December 2021.

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2020 Estimates;
<http://www.ofm.wa.gov/pop/april1/default.asp>

Schedule D
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the City shall notify SCEM in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCEM will provide technical assistance in order to develop a functional emergency operations plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

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

Participating Jurisdiction elects this service: _____
(initial)

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

Participating Jurisdiction elects this service: _____
(initial)

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

Participating Jurisdiction elects this service: _____
(initial)

3. Outreach and Education:

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

Participating Jurisdiction elects this service: _____
(initial)

4. Communications Support:

a. SCEM’s Communications Officer will provide technical support to ensure interoperable radio communications; specifically, assist with the procurement and installation of compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)