INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF SEDRO-WOOLLEY

AND

SKAGIT COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington municipal corporation ("Municipality") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipality and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties".

RECITALS

A. The County has established the Skagit County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within Skagit County government pursuant to SCC 9.28.; and

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to RCW 38.52; and

C. The Municipality and the County previously contracted for coordinated emergency management services through an Agreement dated September 1, 1981 (Skagit County Contract No.: 00709); and

D. The coordinated emergency management services that the County (via SCDEM) provides augment, but do not supplant, the Municipality's responsibilities and obligations under RCW 38.52; and

E. The County and Municipality believe that it is in the public interest to provide and coordinate emergency management services as provided herein.

In consideration of the forgoing, and of the following terms, conditions, and consideration, the parties mutually agree as follows:

1. PURPOSE: 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 the emergency management programs of both the County and the Municipality, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and the Municipality.

2. EMERGENCY MANAGEMENT SERVICES: The County shall provide emergency management services, as described herein, to the Municipality during the term of this Agreement in accordance with RCW 38.52 and SCC 9.28 (the "Services"). The County will endeavor to reasonably provide the Services as described in its comprehensive emergency management plan and as described in Schedule A, which is attached hereto and incorporated herein; PROVIDED, HOWEVER, that the Municipality specifically recognizes and agrees that the County cannot guarantee any specific outcome related to the Services provided by the County, and the Municipality recognizes and agrees that the County shall not be held liable for the good faith and reasonable performance of such Services to be provided by the County. The Municipality shall remain responsible for the provision of all those services identified in Schedule B, attached hereto and incorporated herein, as well as any other services the Municipality is otherwise required by law to perform. The Municipality shall make timely payment to the County for the Services, subject to Section 4. (below), and as otherwise provided herein. Unless specifically provided per the terms of this Agreement, neither the County nor the Municipality are otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.1. EMERGENCY MANAGEMENT ADVISORY BOARD: The Municipality shall be entitled during the term of this Agreement to representation on the Emergency Management Advisory Board (EMAB) established by SCC 9.28.040. Additional details regarding the EMAB are set forth in SCC 9.28.040 and Schedule C., attached hereto and incorporated herein. The parties recognize and agree that the EMAB shall serve solely in an advisory capacity in providing recommendations to County staff and the Skagit County Board of Commissioners.

2.2. REPORTING AND PERFORMANCE: SCDEM may request timely written advice from Municipality in evaluating the provision of the Services (as described in Schedule A) by the County. The County (via the County Administrator) may request written advice regarding the DEM Director's job performance as part of an annual 360 degree review. SCDEM will provide the Municipality with monthly service reports, as well as a comprehensive annual report.

3. TERM OF AGREEMENT: This Agreement shall commence on the date of mutual execution and shall remain in effect through December 31, 2018, unless otherwise terminated sooner pursuant to the terms herein; PROVIDED, that with the written consent of the County the term of this Agreement may be extended for one (1) additional two (2) year term, upon the Municipality providing the County with written notice on or before June 15, 2018. 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 respective obligations after December 31, 2018, 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 subject to a non-allocation of funds shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.

4. MANNER OF FINANCING:

4.1 Annual Fee to be Paid by Municipality. Effective July 1, 2017, the Municipality shall pay an Annual Fee to the County as provided herein. The Annual Fee rate for the Municipality shall be calculated by adding the Municipality's population as a percentage of the Total Incorporated Population and the Municipality's Assessed Value as a percentage of the Total Incorporated Assessed Value and dividing by two (2) multiplied by forty percent (40%). This yields the percentage of the annual expense budget to be billed by the County to the Municipality (the "Annual Fee"). This Annual Fee amount may be prorated for partial years. Population numbers for the Municipality shall be obtained from the Office of Financial Management (OFM) April 1, 2015 estimate for Population

of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington, as set forth in Schedule D (attached hereto and incorporated by reference). Assessed Value shall be determined by the Skagit County Assessor. The Annual Fee includes payment for the Services described Schedule A, and for the County's other reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Municipality for the Annual Fee. The Municipality shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the Municipality chooses to participate in the invoiced services. Invoices will be sent by the County to the Municipality quarterly, with payment from the Municipality due and payable to the County in quarterly installments on January 31, April 30, July 31, and October 31 (unless an alternate payment schedule is mutually agreed upon by and between the parties in writing). The County is not obligated to pay or provide any funds to the Municipality pursuant to the terms of this Agreement.

4.2 Adjustments to Annual Fee. The Annual Fee rate shall be adjusted by the County effective January 1st of each year during the term of this Agreement. By the last Monday of September of each year during the term of this Agreement, the County shall calculate and issue a revision to Schedule D to reflect the Municipality's population numbers from the Office of Financial Management (OFM) April 1st estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington, to reflect updated Assessed Valuations, and used to determine the resulting Annual Fee rate for the subsequent year to be paid by the Municipality to the County in accordance with the terms herein.

5. SCDEM BUDGET: Solely for informational purposes, SCDEM shall provide a copy of its annual department preliminary budget request with the Municipality on or before the last Monday of September of each year during the term of this Agreement.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

6.1 The County's representative shall be:

Douglas ten Hoopen, Director
Skagit County Department of Emergency Management
2911 East College Way, Suite B
Mount Vernon, WA 98273

6.2 The Municipality's representative shall be:

Eron Berg, City Supervisor/Attorney
325 Metcalf Street
Sedro-Woolley, WA 98284

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. INDEMNIFICATION: Except as specifically provided to the contrary herein, and except in those instances 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 agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either the County or Municipality by reason of entering into this contract except as expressly provided herein. 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.

10. TERMINATION: Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

14. COMPLIANCE WITH LAWS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

15. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

16. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

18. INDEPENDENT CONTRACTOR: The County shall provide all Services under this Agreement as an independent contractor, and not as an agent, employee, or servant of the Municipality. 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 Municipality. The County has the express right to direct and control the County's activities in providing the Services in accordance with terms of this Agreement.

19. NO SEPARATE ENTITY: The parties agree that no separate legal entity or entities are necessary to carry out this Agreement, and no legal entity is established by this Agreement.

20. LIABILITY RELATED TO MUNICIPALITY'S ORDINANCES, POLICIES, RULES & REGULATIONS: In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of any ordinances, policies, rules and/or regulations of the Municipality. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule and/or regulation of the Municipality is at issue, the Municipality shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Municipality, the County, or both, the Municipality shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

21. PRIVILEGES & IMMUNITIES: Whenever the employees of the County or the Municipality are rendering outside aid pursuant to 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 Municipality 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 Municipality in RCW 38.52.

22. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In accordance with Skagit County Resolution # R20170199, dated October 2, 2017, the parties hereby further mutually agree to terminate a

previous agreement by and between the parties dated September 1, 1981 (Skagit County Contract No.: 00709).

23. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 22. above). 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.

City of Sedro-Woolley, a Washington municipal corporation ("Municipality"):

_____
Mayor
Date: April 2nd, 2018

Julia Johnson
Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

325 Metcalf Street
Sedro-Woolley, WA 98284

DATED this 23 day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

County Administrator

Recommended:

Department Head

Approved as to form:

4/16/18

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Schedule A

Description of Emergency Management Services

The County shall provide Emergency Management Services ("Services") through its Department of Emergency Management ("SCDEM") to the Municipality, in accordance with the terms of the Agreement and as provided herein. The Services shall be provided by the County and the Municipality shall be responsible for all other emergency management services, duties, and/or responsibilities not specifically described herein. The Services shall include the following:

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

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

b. Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via Skagit 911.

c. During disasters as defined by RCW 38.52.010, activate the Skagit County Emergency Coordination Center (SCECC) to support the Municipality.

Requests to activate the SCECC will be made to the Duty Officer via Skagit 911. The level of SCECC activation will depend on the situation and the need for coordination and support. The decision to activate the SCECC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

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

d. During disasters, as defined by RCW 38.52.010(6), activate the Skagit County Comprehensive Emergency Management Plan (SCCEMP). This plan articulates the roles and responsibilities of the County and its jurisdictions, and the SCECC's procedures, respectively. The Municipality and other jurisdictions will, with the support of SCDEM as outlined in Section IV of the SCCEMP, develop and maintain plans and procedures that support the SCCEMP.

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

f. As needed, SCDEM will request additional assistance on behalf of the Municipality and/or other jurisdictions through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC 9.28., initiate, through the Board of County Commissioners, a Declaration of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDEM, in conjunction with the Municipality and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Municipality will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. The Municipality shall remain responsible for such costs it incurs.

i. When requested and practicable, SCDEM will provide technical assistance to support the Municipality's disaster recovery efforts.

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

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

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

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

d. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. If the Municipality desires training and exercise support from SCDEM, the Municipality must make every reasonable effort to be represented at the TEPW.

e. SCDEM will coordinate one (1) County-level functional exercise annually and provide additional training and exercise opportunities throughout the year in support of the Municipality. As may be determined by SCDEM, such training(s) and/or exercise(s) provided to the Municipality may be provided individually to the Municipality, or in conjunction with other jurisdiction(s).

3. **Warning, Notification, and Emergency Communications:** SCDEM and the Municipality will utilize protocols and guidance established in the Skagit County Comprehensive Emergency Management Plan (CEMP).

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

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

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

d. SCDEM will provide the Municipality with an updated contact list for County departments and officials during the first quarter of each year.

4. **Volunteer / Emergency Worker Management:** SCDEM will work in cooperation with the Municipality to develop volunteer capabilities that augment the Municipality's local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. Skagit County ARES/RACES.

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program in accordance with WAC 118-04-080. Annually, SCDEM will provide to the Municipality with a list of the volunteers living within the Municipality's boundaries.

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

c. SCDEM will develop, maintain, and centrally manage a list of trained volunteers (including background checks of said volunteers). The purpose of this list is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support *volunteer* Regional Coordinators that will be responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

i. SCDEM will provide, at a minimum, annual initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

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

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

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

e. SCDEM will provide oversight to the Skagit County ARES/RACES function, which provides emergency communications services to SCDEM, the Municipality and other jurisdictions, as well as hospitals and the Northwest Washington Regional Chapter of the American Red Cross.

f. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places such volunteers outside of the scope of RCW 38.52.180, WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality shall be required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

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

a. SCDEM leadership will meet annually with the Municipality's leadership to discuss community-specific concerns and needs.

b. SCDEM will convene meetings of its Advisory Board quarterly. See Schedule C.

c. Upon request of the Municipality, SCDEM will provide a preparedness presentation to the Municipality at least once a year. Requests for presentation(s) should be made to SCDEM at least sixty (60) days prior to the date of the requested presentation. The request should include any specific items of interest the Municipality wishes SCDEM to address in its presentation.

Schedule B

Expectations of Municipality

As provided per the terms of the Agreement, the services provided by SCDEM (as described per Schedule A) augment any emergency services, duties, and/or responsibilities of the Municipality. This Schedule B outlines some, but not all, of the areas for which the Municipality shall retain responsibility.

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

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

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

c. When requested and practicable, deploy a liaison to the SCECC to enhance coordination between the SCECC and the Municipality.

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

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

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

2. **Planning, Training, and Exercises:** The Municipality, with SCDEM assistance, will develop and maintain emergency management plans, train staff necessary to implement those plans, and exercise those staff and plans accordingly. In order to achieve this, the Municipality shall:

a. Provide a point of contact to SCDEM.

b. Convene work groups and provide meeting space as necessary to facilitate the development of plans including the Municipality's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

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

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

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

b. If capable, participate in communications checks with SCDEM at least monthly via two-way radio.

i. SCDEM conducts weekly checks on Tuesday mornings at 10:00 a.m. (or at such other time as may be specified by SCDEM) with all HAM operators throughout the Skagit County ARES/RACES network.

ii. SCDEM conducts monthly checks on the first Tuesday of each month with Municipal School Districts.

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

d. The Municipality shall provide SCDEM with an updated contact list for the Municipality's departments and officials during the first quarter of each year.

4. **Volunteer / Emergency Worker Management:** Work in collaboration with SCDEM to develop capabilities that augment local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Skagit County ARES/RACES.

a. Identify potential volunteers for membership in CERT, and/or ARES/RACES.

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

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

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, the Municipality shall provide said additional training. Using these volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180 and WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality is required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

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

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

b. Designate a representative to the Emergency Management Advisory Board (EMAB), to be appointed by the Skagit County Board of Commissioners in accordance with SCC 9.28.040.

c. Attend Emergency Management Advisory Board meetings.

d. Submit requests for annual SCDEM presentations to the Municipality at least sixty (60) days prior to the date of the requested presentation.

Schedule C

Emergency Management Advisory Board

In accordance with SCC 9.28.040, the Emergency Management Advisory Board (EMAB) shall consist of a total of sixteen (16) voting members representing each of Skagit County's eight (8) Cities and Towns, Sheriff's Office SAR, Public Health Emergency Preparedness, Skagit 911, Fire Commissioners, Rural Fire Chiefs, and representatives of three (3) Dike Districts. The EMAB members shall provide advisory recommendations to the Skagit County Board of Commissioners on aspects of emergency management planning, and shall assist Skagit County by providing advisory recommendations for the development of emergency management programs and policies. The EMAB shall also review and provide advisory comment on proposed emergency management rules, policies or ordinances prior to their adoption by the Skagit County Board of Commissioners. The EMAB shall also provide advisory recommendations on other matters as requested by the DEM Director or County Administrator. The EMAB shall provide recommendations to the County solely in an advisory capacity, and in any instance the Skagit County Board of Commissioners may accept, reject, and/or modify any and all advisory recommendations provided by the EMAB.

Schedule D

Department of Emergency Management

Budget - 2017

Total Budget	$ 407,002
Remove PW Allocation	$ (10,424)
Est Grant Revenue	$ (103,244)
	$ 293,334

Fee Split

County - 60%

Cities and Towns - 40%

	Population	% of Incorporated Population	Assessed Value	% of Incorporated Assessed Value	Assigned Percentage		2017 Budget	2017 Recalculatec
Anacortes	16,580	22.90%	3,042,165,745	36.1%	11.8%		$34,394	$34,615
Burlington	8,675	11.98%	1,348,893,296	16.0%	5.6%		$17,893	$16,421
Concrete	735	1.02%	151,707,505	1.8%	0.6%		$1,539	$1,652
Hamilton	305	0.42%	63,307,735	0.8%	0.2%		$643	$688
La Conner	905	1.25%	152,113,873	1.8%	0.6%		$1,887	$1,792
Lyman	450	0.62%	32,138,283	0.4%	0.2%		$938	$588
Mount Vernon	33,730	46.58%	2,825,137,879	33.5%	16.0%		$70,708	$46,999
Sedro-Woolley	11,030	15.23%	810,256,655	9.6%	5.0%		$22,564	$14,578
Subtotal	72,410		8,425,720,971				$150,568	$117,334
Skagit County	49,860	40.78%	6,806,661,109	44.7%	60.0%		$158,096	$176,000
Grand Total	**122,270**		**15,232,382,080**				**$308,664**	**$293,334**