

Kitsap County Department of Emergency Management Emergency Management Council (EMC)

Meeting Agenda – July 11, 2023

Start time: 12:30 pm – 1:30pm

Chair: Rob Putaansuu (Mayor, City of Port Orchard)

- 1) Call to Order Rob Putaansuu, Chair
- 2) Comments of the Chair Rob Putaansuu, Chair
- 3) Approval of the Minutes April 4, 2023
- 4) Interlocal Agreement (ILA) notable changes Jan Glarum, Acting Director
- 5) KCDEM Tenant Improvement project update Jan Glarum, Acting Director
- 6) Program highlights
 Jan Glarum, Acting Director
- 7) Good of the Order *Chair*
- 8) Adjournment

emailed Items:
Meeting Agenda
April 4, 2023 Meeting Minutes
Interlocal Agreement (ILA)
Presentation



Kitsap County Department of Emergency Management

Emergency Management Council Meeting

Minutes April 4, 2023

Attending:

Mayors: Greg Wheeler, City of Bremerton; Rob Putaansuu, City of Port Orchard; Joe Deets, City of Bainbridge Island; Becky Erickson, City of Poulsbo

Board of County Commissioners: Commissioner Rob Gelder

DEM: Jan Glarum, KCDEM Acting Director; Michele Moen, KCDEM Office Assistant

Call to Order: The Emergency Management Council (Council) meeting was called to order at 12:32 pm by Council Chair Rob Putaansuu.

Comments of the Chair: Council Chair Mayor Rob Putaansuu asked for a motion to approve the EMC meeting minutes from January 3, 2023. Mayor Greg Wheeler motioned for approval of the January 3, 2023 EMC minutes, with a second motion by Mayor Becky Erickson. All in favor, Motion was approved unanimously.

Public Comments: None.

Discussion:

Tenant Improvement Project Update:

Acting Director Jan Glarum provided an update on the emergency management campus buildout; the project is on schedule for KCDEM staff to be in the building by the end of the calendar year 2023.

Solar Project:

Acting Director Jan Glarum discussed efforts conducted by KCDEM and a consultant firm to apply for the Washington solar and storage grant application through the WA State Department of Commerce. Notification of grant award may come near the end of May 2023 but due to the high volume of applications may result in a later date.

Collaboration:

Acting Director Jan Glarum led a discussion on department efforts to collaborate with the County Fire Chiefs, Bainbridge Island, the Suquamish Tribe, Kitsap County Sheriff's Office, and other partners and stakeholders.

Training and Exercising:

Acting Director Jan Glarum provided an update on Earthquake Preparedness, the micro-island planning and the need for caches of supplies across the county in the event of any event which makes our roadways unpassable. Cities were asked to consider locations they may have to help serve their citizens. The presentation is included in the meeting packet.

Grant Status: None

Comments: None

Good of the order:

With no other business to discuss, the EM Council meeting was adjourned at 1:15 pm.

The next Emergency Management Council (EMC) meeting will be held on Tuesday July 11, 2023 at 12:30pm at the Norm Dicks Government Center.



Emergency Management Council July 2023



Jan Glarum
Acting Director

Kitsap County
Department of
Emergency Management

www.kitsapdem.com





Agenda

- Interlocal Agreement (ILA) Notable Changes
- KCDEM Tenant Improvement Project Update
- Program Highlights



Notable Changes to the ILA

I) Budget

- Contribution determined using square miles versus per capita
- Budget features:
 - Based on department budget divided by square mile percentage
 - Stable for 3 years
 - Detailed services



City Contributions

	Land Mass Distribution	Current Contribution	I year Savings	3 year Savings
City of Bremerton	7.25%	\$94, 566	(\$12,364)	(\$37,093)
City of Poulsbo	1.21%	\$15,783	(\$13,006)	(\$39,018)
City of Port Orchard	2.53%	\$33,000	(\$5,768)	(\$17,304)



Notable Changes to the ILA

2) Time Committment from Cities

- Appoint an administrator
- Emergency Management Council function changed to advisory:
 - Strategic guidance
 - Assist in the continuous evaluations of objectives, assessment of outcomes, and proactively recommend changes



Notable Changes to the ILA

3) Written Agreement

- Attachment A: Services to be provided
- Attachment B: City responsibilities

Questions?





KCDEM Tenant Improvement Project Update



Current Status & End Goals

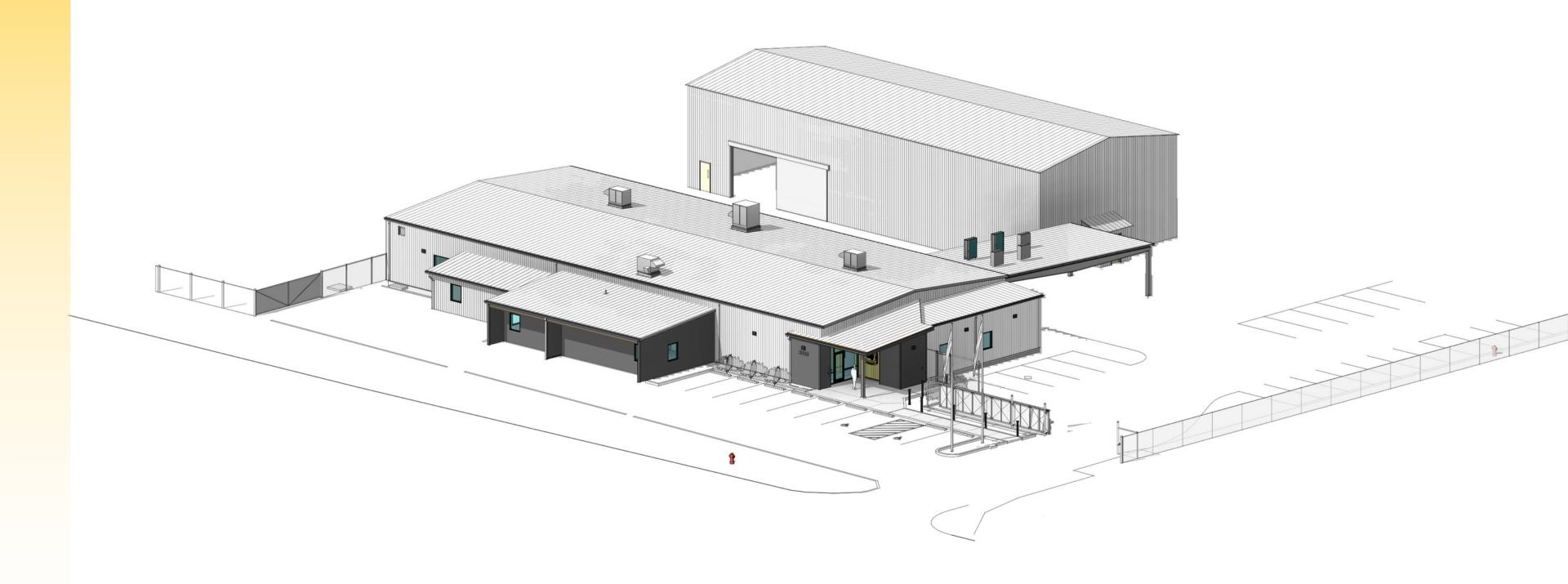
Current status:

- Move out of 9II Carver
- Off-campus site
- Prep for construction

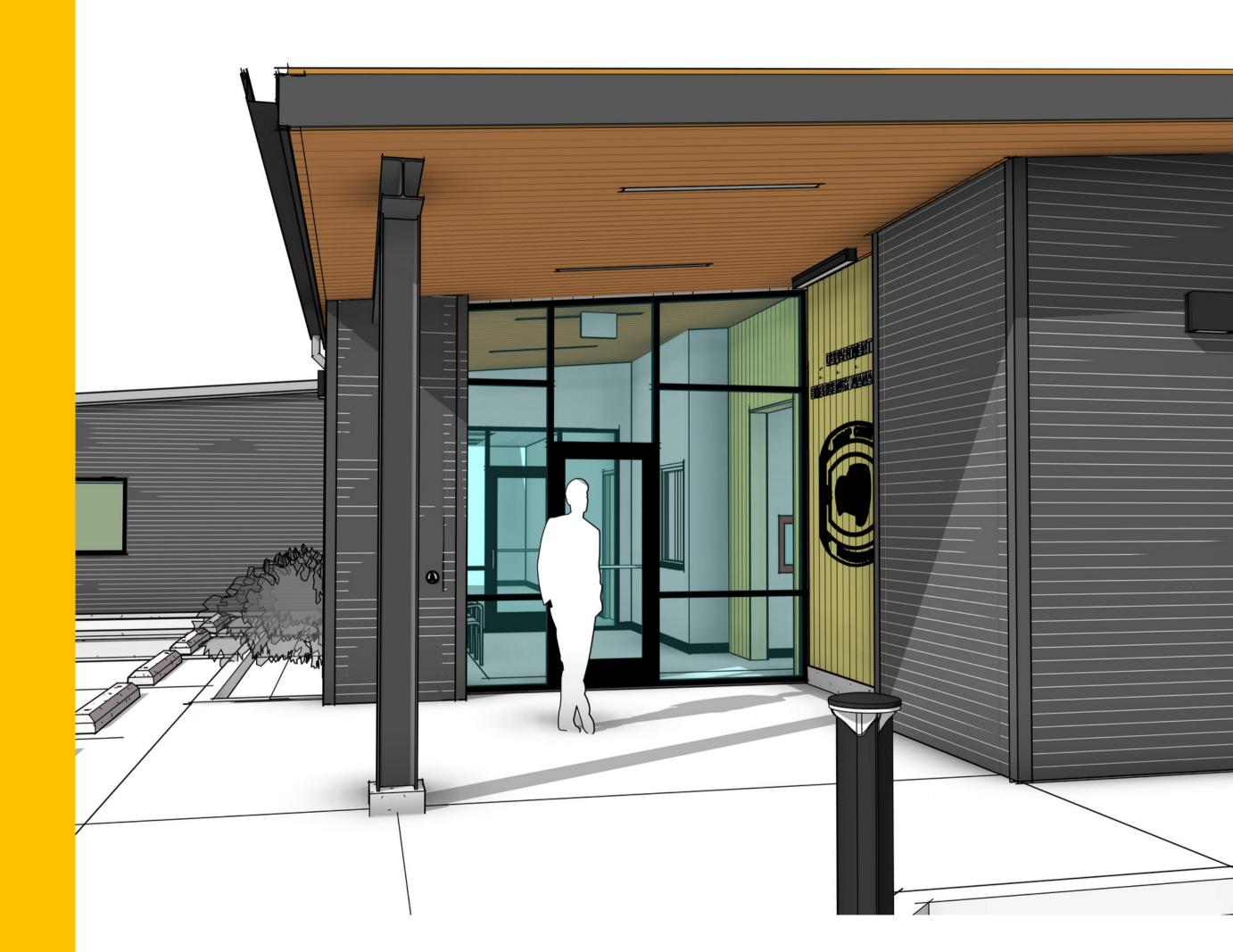
End goals of the campus:

- House KCDEM offices
- House Emergency Operations Center (EOC) and training rooms
- Provide Continuity of Operations Plans (COOP) & Continuity of Government (COG) space for electeds
- House ballot tabulation

Future Plans >



Front Entrance



EOC



EOC





Questions?





Program Updates

Outreach and Public Education
Operations & Logistics
Plans, Training and Exercises



Outreach & Public Education

- RAVE expansion
- Expansion of virtual capabilities
- Kitsap Public Information Officers Network
- End of Critical Incident Stress Management (CISM)
- Request for community presentations and event participation
- Meet Your Street program rollout



Operations and Logistics

- Support of resource requests
- Expansion of Mobile Command Center (MCC) use & capabilities
- Collaboration for Fire Ops Chiefs
- Facilitation of campus move and tenant improvement project



Plans, Training & Exercises

- Training classes & topics
- Neighborhood Emergency Supplies and Tools (NEST) kit deployment, training and exercises
- Local Emergency Planning Committee (LEPC) meetings
- Kitsap Public Health Department (KPHD) & Navy exercises
- Revision and updates of plans including:
 - Comprehensive Emergency Management Plan (CEMP)
 - Extreme heat plan
 - Refueling plan
 - Communications and credentialing plan
 - Wildfire evacuation plans (next slide)



Wildfire Planning

Evacuation Plans - all hazards

- Projected 2023 fire impact
- Plans and status: builds off of micro-islands earthquake planning
- Land and maritime routes

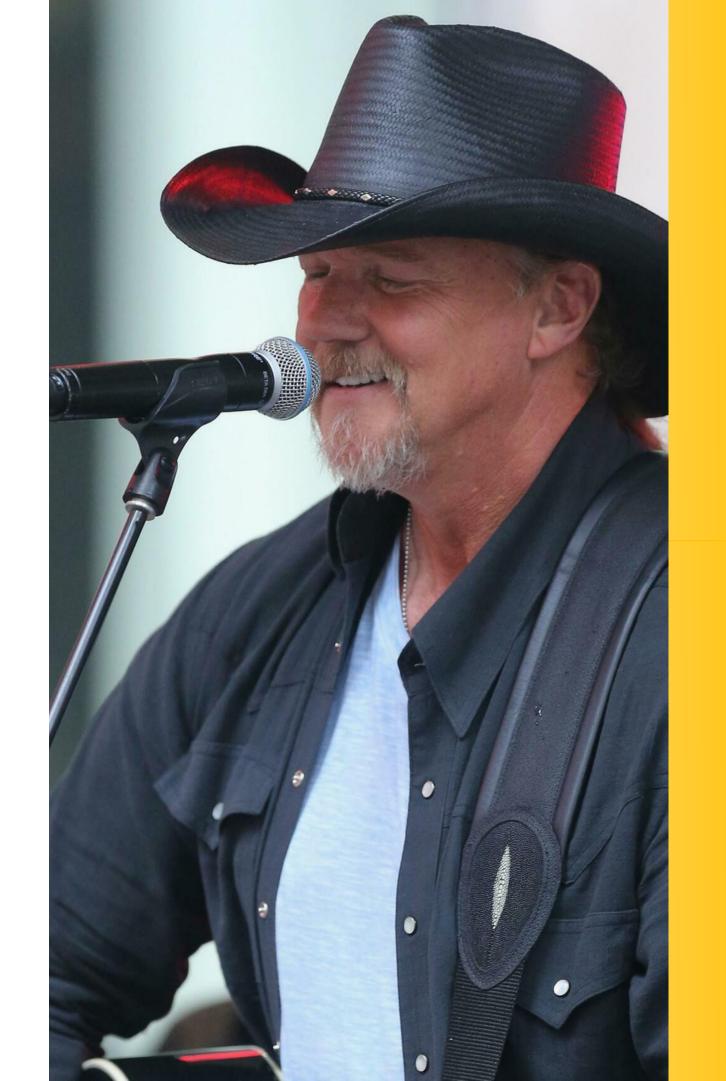




IAPs for Events

Emergency plans for sizeable events

- Talent requests for county IAPs (incident action plans) in advance
 - Trace Adkins at the Kitsap County Fair
- Future events with a significant attendance should have plans for:
 - Weather events
 - Active shooter incidents
 - Other catastrophic events as found in the county
 Threat and Hazard Identification and Risk
 Assessment (THIRA)
 - Joint Hazard Assessment Team (JHAT) process



Questions?



KC _____

SUPERSEDING INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS SUPERSEDING INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES ("Agreement") is between the City of Bremerton, the City of Port Orchard, and the City of Poulsbo, all Washington state municipal corporations, (individually referred to as a "City" and collectively as the "Cities"), and Kitsap County, a Washington state political subdivision ("County"). All collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into agreements for joint and cooperative action more efficiently within their jurisdictions.

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to chapter 38.52 RCW; and

WHEREAS, chapter 38.52 RCW, the Emergency Management Act, empowers local governmental entities to establish a program to respond to and manage emergencies and specifically authorizes two or more entities to join together to establish such a program;

WHEREAS, the Cities desire to contract with the County for coordinated emergency management services to augment, not supplant, the Cities' responsibilities and obligations under chapter 38.52 RCW.

WHEREAS, the Parties desire to join together to execute this Emergency Management Services Agreement to multiply and combine their personnel, equipment, expertise, and other resources to provide coordinated emergency management services, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties desire to enter into this new Emergency Management Services Agreement, to supersede and replace Interlocal Agreement for Emergency Management Services KC-46-13 and all amendments thereto, subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the Parties agree as follows:

1. DEFINITIONS. The following definitions provided herein and as defined in RCW 38.52.010 shall apply unless otherwise provided in the Agreement.

- A. "Agreement" means this Superseding Emergency Management Services Agreement which includes Attachment A and B, and any subsequent amendments, all which are incorporated by reference.
- B. "Catastrophic incident" means any natural or human caused incident, including terrorism and enemy attack, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, or government function as further defined and subsequently amended by RCW 38.52.010(6).
- C. "Catastrophic Event Playbook" means the Kitsap County DEM field guide for volunteers and emergency management personnel which provides guidelines to help survivors establish and support life-sustaining services in the event of a disaster.
- D. "Cities" means the cities of Bremerton, Port Orchard, and Poulsbo.
- E. "Comprehensive Emergency Management Plan" or "CEMP" means the preparation for and the carrying out of all emergency functions, 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 as provided in RCW 38.52.010.
- F. "Core Capabilities" means distinct critical elements essential for the execution of each mission area: prevention, protection, mitigation, response, and recovery.
- G. "Council" means the Kitsap County Emergency Management Council.
- H. "Department" means the Kitsap County Department of Emergency Management responsible for performing local emergency management functions in incorporated and unincorporated Kitsap County.
- I. "Director" means the Director of the Department of Emergency Management or designee.
- J. "Disaster Recovery Framework" means the response to all types of disasters and emergencies built on a scalable, flexible, and support activities.
- K. "Duty Officer" means the Kitsap County Department of Emergency Management staff member that is assigned on a two-week rotational basis to attend to administrative tasks and incidents that require attention regardless of the time of day.
- L. "Emergency or disaster" means an event or set of circumstances which: (i) 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 (ii) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

- M. "Emergency Management" means the preparation for and 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 disaster 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.
- N. "EOC" means the Kitsap County Emergency Operations Center.
- O. "EOP" means an Emergency Operations Plan.
- P. "FEMA" means the Federal Emergency Management Agency.
- Q. "KCC" means the Kitsap County Code.
- R. "KCDEM" means Kitsap County Department of Emergency Management.
- S. "NIMS" means the National Incident Management System.
- T. "Search and Rescue" means the acts of searching for, rescuing, recovering by means of ground, marine, or air activity any person who becomes lost, injured, or is killed while outdoors or as a result of a natural, technological, or human-caused disaster, including instances involving searches for downed aircraft when ground personnel are used.
- U. "Services" means the emergency management services provided Kitsap County Department of Emergency Management to the Cities that have executed this Agreement and paid all fees due pursuant to the terms and conditions of this Agreement.
- V. "Whole Community" means an approach that attempts to engage the full capacity of the private and nonprofit sectors, including businesses, faith-based and disability organizations, and the general public, in conjunction with the participation of local, tribal, state, and federal governmental partners.
- 2. PURPOSE: The purpose of this Agreement is to provide an economical mechanism for administration and coordination of the County's and Cities' Emergency Management Services to protect the public peace, health, and safety and preserve the lives and property of the people of the County and Cities; identify persons responsible for administering the Services; and define the Parties responsibilities as contemplated in RCW 39.34.030.
- 3. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.

- 4. ADMINISTRATOR. Each Party shall designate an individual "Administrator", by title or position, to oversee and administer that Party's participation in this Agreement. Each Party shall communicate the identity of their respective Administrator to the Director, who is the Administrator for the County. No Party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees. Each Party may change their designated Administrator at any time by delivering written notice of their new Administer to the other Parties.
- 5. EFFECTIVE DATE/DURATION. This Agreement shall be effective when at least two Parties have executed this Agreement and shall remain in effect for three (3) years from that date, unless terminated or extended by the Parties. Should fewer than all named Parties execute this Agreement, the Agreement when filed as provided herein, will be effective between the County and the Parties that have executed the Agreement to the same extent as if no other Party had been named.
- 6. SERVICES. The Department will provide the Cities those Services identified in this Agreement and Attachment A in accordance with chapter 38.52 RCW, subject to the availability of County resources. All Services are provided without warranty of any kind, including without limitation the sufficiency and adequacy of the actions of the Parties in response to a catastrophic incident or disaster. Cities shall remain responsible for the provision of those items identified in Attachment B, and other services the Cities are required to provide by law.
- 7. ANNUAL FEES. The amount due from each City is based the square mile land mass of that City's boundaries. In calculating the per capita charge, the total square miles of each City (numerator) are divided by the total square miles of the County (minus Bainbridge Island) (denominator) and that percentage is multiplied by the Department budget. The assessment amount for the County is identically determined by multiplying the square mile percentage of the unincorporated portion of the County by the budget amount. City assessments shall be paid on an annual basis. This section will be adjusted when the land mass allocation for any Party is changed, or new cities are incorporated.
- 8. INVOICE. The County send an invoice to the Cities in January for the annual service charge for the Services described in Attachment A. Cities shall make complete and timely payment of the amount invoiced regardless of whether the City opts to participate in all Services within 30 days of the invoice date.
- 9. FILING. Prior to entry into force, this Agreement will be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source in compliance with RCW 39.34.040.
- 10. TERMINATION. Any Party may terminate their participation in this Agreement with 30-days prior notice to the other Parties. The annual service fee will not be refunded in the event of termination. A terminated Party assumes no responsibility for the acts or omissions

occurring after the termination effective date but will remain liable for acts or omissions occurring prior to the termination effective date.

11. PROPERTY. The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party during this Agreement shall be held by and remain the property of the acquiring Party.

12. EMERGENCY MANAGEMENT COUNCIL

- A. The Kitsap County Emergency Management Council is established as an advisory board to make recommendations to the Department and Board of County Commissioners. The Council will provide strategic guidance, assist in the continuous evaluations of objectives, assessment of outcomes, and proactively recommend changes.
- B. <u>Composition</u>. The Council shall be composed of: (a) one county commissioner, and (b) the mayors of each participating City or a participating City mayor's designee.
- C. <u>Meetings</u>. The Council will meet on a quarterly basis and at additional times as needed.
- D. <u>Open Meeting</u>. The business and other matters that come before the Council shall be conducted during an open public meeting as required by law. Meetings may be scheduled at regular times or may be called as a special meeting on an as-needed basis. The chairperson, vice- chairperson, or the Director is authorized to call for a meeting.
- E. Quorum. A quorum shall exist when at least: (a) one (1) county commissioner, and (b) a majority of the other members of the Council or their designee(s) are present. Business may be conducted by majority vote of the quorum unless otherwise provided in this Agreement.
- F. <u>Election</u>. At the first meeting of each calendar year, the Council shall elect a chairperson. The chairperson shall serve for the remainder of the calendar year or until a successor is elected.
- G. Minutes. The Director, or designee, shall keep the minutes of all meetings.
- H. <u>Rules</u>. Council meetings shall be conducted in accordance with Robert's Rules of Order unless otherwise stated in the bylaws.
- I. <u>Notice</u>. Prior to conducting and holding special meetings, each member of the Council shall be given 48- hours advance notice of the meeting and public notice shall be provided as required by state law.
- 13. HOMELAND SECURITY AND EMERGENCY MANAGEMENT PERFORMANCE GRANT. The Parties acknowledge the importance of sustaining Department staff and projects currently funded by federal grants. The County will provide prompt notice to the

Cities in the event the County's federal funding may be cut jeopardizing the Department's ability to provide the Services outlined in this Agreement. Following receipt of such notice, the Parties agree to discuss the need to reassess the Services and annual service charge.

14. EMERGENCY WORKER COMPENSATION. Persons registered as emergency workers for the County under a mission number issued by the state may be eligible to be compensated for injuries or death, for economic harm including personal property damage or loss, for expenses incurred for transportation, telephone, or other methods of communication, and for the use of personal supplies, when such injuries, death, economic harm, and or expenses are suffered or incurred as a result of participation in emergency management activities as provided in chapter 38.52 RCW and implementing regulations.

15. INDEPENDENT CAPACITY

- A. Each Party will act as an independent contractor and its respective employees or agents will continue to be the employees or agents of that Party, which will be solely and exclusively responsible for their employees and agents. Employees and agents of one party will not be considered for any purpose whatsoever under this Agreement to be employees or agents of another Party to this Agreement. No Party will have the authority to bind another Party, absent a written agreement of the Parties, nor the authority to control the employees, agents, or contractors of another Party to this Agreement. All rights, duties and obligations of the employer will remain with the employing Party.
- B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.
- 16. INSURANCE. Each Party shall maintain in good standing during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the Services provided under this Agreement in such amounts as are prudent and customary for the jurisdiction.
- 17. LIABILITY. Liability for emergency management operations shall be limited as provided by chapter 38.52 RCW.
- 18. HOLD HARMLESS. To the extent not covered under chapter 38.52 RCW, each Party shall defend, indemnify, and hold harmless all other Parties from any and all claims arising out of the Party's negligent performance of this Agreement.
- 19. DISPUTE RESOLUTION. In the event of a dispute between the Parties regarding the terms and condition, or performance, of this Agreement, the Parties shall use their best

efforts to resolve those difference on an informal basis.

- 20. NOTICE. All notices will be delivered in writing to the named Administrator for each Party. Notice mailed by regular post (including first class) shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.
- 21. NONDISCRIMINATION. No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
- 22. LEGAL ADVICE AND REPRESENTATION. The Kitsap County Prosecuting Attorney's Office may provide legal advice and legal representation to the Kitsap County Emergency Management Council. Each City may obtain independent legal advice and representation from its City Attorney.
- 23. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable laws, rules, and regulations pertaining to them in connection with the Services provided and matters covered in the Agreement, including but not limited to applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations, and all relevant state and federal workplace safety requirements.
- 24. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
- 25. PUBLIC RECORDS ACT. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with Washington state law, each Party agrees to maintain all records constituting public records and to produce or assist the other Party in producing such records, within the time frames and parameters set forth in state law.
- 26. 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.
- 27. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other terms or conditions of the Agreement and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.

- 28. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each Party, compensation, and indemnification.
- 29. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 30. ENTIRE AGREEMENT. The Parties acknowledge the Agreement is the product of negotiation between the Parties and represents the entire agreement of the Parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by the Agreement.
- 31. AMENDMENT. This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment will not become effective unless written and signed by all Parties to this Agreement with the same formality as this Agreement.
- 32. DISCLAIMER. Nothing in this Agreement will be construed in any manner that would limit a Party's authority or powers under law.
- 33. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to be solely between the Parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third-party. Nothing in this Agreement will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity including, without limitation, the public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.
- 34. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by any Party, without the prior written consent of the Parties. Any attempt to assign this Agreement in violation of this provision shall be void and constitute a default in this Agreement.
- 35. NO WAIVER. A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 36. GOVERNING LAW, VENUE, FEES. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050. Should any Party bring any legal action, each Party in such action shall bear the cost of its

own attorney's fees and court costs.

- 37. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 38. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign.

DATED this day of	, 2023
JAN GLARUM, Acting Director	
DATED or ADOPTED this day of	, 2023.
	BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON
	CHARLOTTE GARRIDO, Chair
	CHRISTINE ROLFES, Commissioner
ATTEST:	KATHERINE T. WALTERS, Commissioner
Dana Daniels, Clerk of the Board	

DATED this	day of, 2023	
	CITY OF BREMERTON	
	GREG WHEELER, MAY	OR
APPROVED AS TO FORM:	ATTEST:	
KYLIE FINNELL, City Attorney	ANGELA HOOVER, City Clerk	_

DATED this	day of,	2023
	CITY OF PORT ORCHARD	
	ROBERT PUTAANSUU, MAYOR	
APPROVED AS TO FORM	ATTEST	
CHARLOTTE ARCHER, City Attorney	BRANDY RINEARSON, City Clerk	 k

DATED	this day of	, 2023.
	CITY OF POULSB	О
	BECKY ERICKSO	N, MAYOR
APPROVED AS TO FORM	ATTEST	
, City Attorney	RHIANNON FERNANDE	Z, City Clerk

ATTACHMENT A KITSAP COUNTY

DEPARTMENT OF EMERGENCY MANAGEMENT SERVICES

Kitsap County agrees to provide Services, through the Kitsap County Department of Emergency Management, to the Cities. The Services includes those items provided below.

- 1. GENERAL. KCDEM will maintain an emergency management organization that complies with state and federal guidelines. This organization will implement the concepts of NIMS and incorporate best practices of emergency management into its operations, such as: (i) developing and sustaining Core Capabilities across all mission areas; (ii) developing disaster management relationships with partners throughout the County and region, and (iii) incorporating the Whole Community perspective into all programs.
- 2. PLANNING. KCDEM will assist Cities in the development of executable disaster-related plans. KCDEM will maintain emergency management plans in accordance with applicable state and federal law, regulations, and guidance. KCDEM will use, and encourage the use of, systematic planning processes that engage the Whole Community.
 - A. KCDEM will maintain the County Comprehensive Emergency Management Plan and provide technical assistance (e.g., templates, meeting facilitation, and plan review) to Cities to assist the Cities in maintaining an EOP, as either a standalone plan or as an annex to the County's EMP, as provided in RCW 38.52.030 and WAC 118-30-060 (Emergency Plan). Plans will include an analysis of the natural, technological, or human caused hazards that could affect the County or a City, respectively. Plans will also describe a NIMS compliant incident management structure for use during multiagency and 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. KCDEM will maintain the County Natural Hazards Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 and 44 CFR §201.6 (Local Mitigation Plan). Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and plan review) to the Cities to maintain an annex to the County's FEMA-approved hazard mitigation plan that meets the requirements of law.
 - C. KCDEM will maintain the County Disaster Recovery Framework. Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and plan review) to the Cities desiring to develop a jurisdictional Disaster Recovery Framework.
 - D. KCDEM will maintain standard procedures for an emergency operations center. Upon request, KCDEM will provide technical assistance (e.g., templates, meeting facilitation, and document review) to the Cities to assist in the development of

complementary procedures for their respective local emergency operations centers.

- E. KCDEM will participate in regional and state level planning efforts, representing the County and, unless otherwise specified, the Cities within the County. Examples of such efforts include the Statewide Catastrophic Incident Planning Team, and State Emergency Response Commission. The Cities have the option to participate.
- 3. TRAINING AND EXERCISE. KCDEM will assist the Cities 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. Each party will bear the cost of participating in training opportunities.
 - A. KCDEM will conduct an annual training and exercise planning workshop to develop a coordinated training and exercise calendar. KCDEM will also send representatives on behalf of the County and Cities to the State's annual Integrated Preparedness Planning Workshop.
 - B. KCDEM will maintain a multi-year training and exercise plan that describes the outcomes of the exercise. KCDEM will produce and electronically distribute a monthly training and exercise calendar to the Cities.
 - C. KCDEM will maintain a training program that adheres to state and federal guidance, including the NIMS training plan and FEMA's Core Capability development sheets. This training program includes:
 - 1. KCDEM will assist the Cities in the development of a jurisdiction-specific NIMS compliance plan. This includes assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Cities retain the responsibility to track the individual training of their staff members and submit NIMS compliance reports per the State's policy.
 - 2. KCDEM will facilitate the delivery of two ICS-300 (Intermediate ICS for Expanding Incidents) courses and two ICS-400 (Advanced ICS for Complex Incidents) courses each year countywide.
 - 3. KCDEM will facilitate the delivery of one G19l (Emergency Operations Center/Incident Command System Interface) workshops each year, or as requested.
 - 4. KCDEM will facilitate the delivery of the Catastrophic Event Playbook, microisland concept and use of Neighborhood Gathering Sites and Community Points of Distribution, as requested.
 - 5. KCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Cities in order to educate the Cities policy makers and to help them meet NIMS requirements as requested.
 - 6. On behalf of each City, KCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. Cities requesting such courses will be responsible for identifying a location and any costs associated with course delivery, such as refreshments and the like.

- D. KCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program and applicable grant requirements. Unless otherwise specified, the intent of KCDEM'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, without limitation:
 - 1. Every three (3) years KCDEM will conduct a countywide functional exercise that evaluates the County's EMP, the procedures used in the EOC and the ability to coordinate with jurisdictions throughout the County. KCDEM strongly encourages all Cities to participate in that exercise and will provide technical assistance in the development of an exercise plan.
 - 2. Countywide, KCDEM will facilitate two (2) tabletop exercises per year. These exercises will evaluate the Cities' response plans and capabilities against various hazards that threaten the County.
 - 3. Countywide, KCDEM will facilitate four (4) stop the bleed courses per year.
 - 4. KCDEM will facilitate jurisdiction EOC workshops as requested. These workshops will be used to develop or update the scheduled Cities' EOC procedures.
 - 5. KCDEM will facilitate Jurisdiction EOC drills as requested. These drills will be used to validate the scheduled Cities EOC procedures.
 - 6. Countywide, KCDEM will conduct monthly communications drills with the Cities to ensure the viability of the disaster communication systems.
- 4. COORDINATING DISASTER RESPONSE ACTIVITIES. KCDEM and the Cities 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. KCDEM 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 the Cities. The Duty Officer is available through direct phone call, or by request through Kitsap 911.
 - B. KCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters, subject to available resources.
 - C. KCDEM will maintain and, when necessary, activate the EOC and implement the County CEMP and applicable procedures. The EOC may activate in anticipation of, or immediately after, catastrophic incidents or disasters. The EOC may also activate to provide support during pre-planned events or at the approved request of a City. Requests to activate the EOC will be made to the Director. The decision to activate the EOC, and at what level, is made by the Director.
 - D. KCDEM will maintain and, when necessary, facilitate the County Joint Information Center (JIC) and applicable procedures. The JIC may activate in anticipation of, or immediately after, disasters or emergency or to provide support during pre-planned

- events or at the request of a City. Requests to activate the JIC will be made via the Duty Officer. The decision to activate the JIC, and at what level, is made by the Director.
- E. When activated, the EOC will coordinate resource requests among affected jurisdictions within the County. The EOC 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 EOC. When necessary, KCDEM will request state and federal resources on behalf of the Cities through Washington's established emergency management protocols. Cities agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.
- F. When activated, the EOC will coordinate situational awareness among affected jurisdictions within the County with its regional and state partners.
- G. When activated, the EOC shall coordinate the delivery public information and messaging about critical lifesaving and life-sustaining information as necessary to expedite the delivery of emergency services and aid the public to take protective actions. Cities will identify appropriate points of contact with whom the EOC will communicate to form the information network commonly referred to as the JIC.
- H. The Director may, in his/her discretion, deploy a liaison to one or more City to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the EOC, KCDEM may request that the Cities deploy liaisons to the County EOC to enhance communication between the EOC and the incident site(s).
- I. In the event, or anticipation, of a catastrophic incident or disaster, the Director may issue a proclamation of emergency or disaster anywhere within unincorporated Kitsap County, to be confirmed or rescinded by the board of county commissioners. KCC 2.104.090. Cities may do the same and should provide KCDEM with a copy of their respective proclamation as soon as practicable.
- 5. COORDINATING DISASTER RECOVERY ACTIVITIES. KCDEM and the Cities will coordinate their disaster recovery activities in order to endeavor to restore critical serves and establish a new normal for the affected area(s) as quickly as possible.
 - A. KCDEM, in conjunction with the State's Emergency Management Division and FEMA will coordinate the formal post-disaster Preliminary Damage Assessment Cities will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each City remains solely responsible for the payment of all costs and expenses the City incurs when responding to, or related to, an emergency event in the City and reimbursing for the same the other Party(ies) to this Agreement for the same in the event assistance is provided.
 - B. In the aftermath of a catastrophic incident or disaster, KCDEM will initiate the

transition of disaster response to disaster recovery. This includes implementing the County disaster recovery framework and establishing the recovery support functions found therein. When requested, the Cities will identify points of contact to be integrated into this process.

6. VOLUNTEER/EMERGENCY WORKER MANAGEMENT.

- A. KCDEM will maintain an emergency volunteer program that augments disaster and emergency response efforts. DEM will register volunteer emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. The KCDEM will provide to the Cities a list of the volunteers living within each jurisdiction's respective boundaries.
- B. KCDEM will work in collaboration with the Cities to develop volunteer capabilities that augment the Cities local disaster response efforts; specifically, disaster assistance response teams and/or the Kitsap Auxiliary Radio Service (KARS).
- C. Cities will identify potential KARS volunteers. The KCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. The KCDEM will maintain a list of KARS volunteers living within each jurisdiction's respective boundaries.
- D. KCDEM will provide oversight to the county auxiliary communications service function, which provides redundant emergency communications services to KCDEM, its Cities, and stakeholders and partners as requested. KCDEM will assign trained KARS volunteers to augment the Cities' EOCs.
- E. Volunteers used 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 cannot be afforded protection under the Washington State Emergency Workers Program. Cities desiring to expand the use of volunteers beyond the scope established by KCDEM are required to provide coverage in accordance with L & I industrial Insurance regulations.
- 7. OUTREACH AND EDUCATION. KCDEM will work in conjunction with the Cities to provide disaster-related outreach and education to improve overall community resilience.
 - A. KCDEM will develop, promote, and make available to the Cities preparedness materials related to the 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. KCDEM 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. KCDEM will deliver preparedness presentations on behalf of the Cities, upon

request and when practicable. Such requests should be made at least 30-days prior to the presentation. Cities are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events (e.g., refreshments, room rental costs, etc.)

- D. KCDEM will produce a quarterly report that summarizes its major activities for the previous quarter.
- 8. KCDEM RESOURCES. KCDEM maintains a number of resources that, when practicable, will be made available to the Cities. Requests for their deployment shall be made to the KCDEM duty officer or, when activated, the EOC. These resources include but are not limited to the items below. This is not intended to be an exhaustive list. Other services and/or resources may be available upon request.
 - A. Mobile Command Vehicle ("MCV"). A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. Upon request of the MCV, KCDEM provides the MCV, and as needed, a pilot car to assist in routing the MCV to the requested ICP location.
 - B. Communications support.
 - 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 Warning System. KCDEM will manage and maintain an alert warning system that provides alerts and warnings to County residents. Access to this system for local alerting will be through the Duty Officer. Use of the system for wireless emergency alerts or other IPAWS protocols, is available only through the Duty Officer.

ATTACHMENT B RESPONSIBILITIES OF THE CITIES

The Services provided by KCDEM are intended to augment the services provided internally by the Cities. This Attachments outlines some, but not all, of the areas for which the Cities retain primary responsibility. Fulfillment of the specific responsibilities of the Expectations of the Cities will be commensurate with and appropriate for each individual jurisdiction.

1. GENERAL

- A. Each City will appoint an Administrator who will serve as that City's primary point of contact for KCDEM.
- B. Each City mayor shall be a member of the Kitsap County Emergency Management Council and may appoint one designee representative as an alternate, in accordance with KCC 2.104.060, to attend meetings. The name of and contact information for the mayor's designee shall be provided to the Director prior to February 1 of each calendar year, and as soon as possible following the designation of a new representative. The Council shall advise the Director of Emergency Management in matters such as: 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 Director and as provided in the Agreement.

2. PLANNING

- A. Cities will develop and maintain continuity of government and continuity of operations (COG/COOP) plans for their respective jurisdictions. Plans will include, at a minimum: for the preservation, maintenance, and/or reconstitution of the jurisdiction's government accomplished through succession of leadership; for the continued performance of minimal essential functions; and the necessary plans, procedures, and provisions for alternate facilities, personnel, resources, interoperable communications, and vital records/databases.
- B. Cities will maintain an 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 that jurisdiction's resources.
- C. Cities will identify a primary and alternate point of contact for each planning effort. Cities 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, and the like, as applicable.

3. TRAINING AND EXERCISE

- A. Cities will develop jurisdiction-level NIMS compliance plans, with assistance from the KCDEM. Cities are responsible for tracking the training of their staff members.
- B. Cities desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual training and exercise planning workshop.

Facilitating training and exercise opportunities not scheduled during the annual workshop shall be at the discretion of the Director.

4. DISASTER RESPONSE ACTIVITIES

- A. Cities will coordinate their emergency response activities with and through KCDEM 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, catastrophic incident or disaster, the Cities will activate their incident management structure and emergency operations plan and notify KCDEM as soon as practicable.
- C. When activated, the Cities will request County, state and/or federal resources through established emergency management protocols (i.e., from the KCDEM to the Washington State Emergency Operations Center). The Cites agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.
- D. Cities 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. Cities shall submit incident-related information to the KCDEM and the KCDEM shall develop and provide comprehensive situation reports to the Cities, as well as to regional and state partners.
- F. Cities will identify appropriate points of contact with whom the KCDEM will communicate to form the information network. In the event both the Cities and the County EOC are activated for a major event, the Cities will ensure liaisons are assigned to coordinate information sharing.
- G. When requested and practicable, the Cities will deploy liaisons to the County EOC to enhance communication between the KCDEM and the incident site(s).
- H. Upon determining that a catastrophic incident or disaster has occurred or is imminent, the Cities will, under the provisions of applicable code, initiate through the Cities' appropriate authority a Proclamation of Emergency for their jurisdiction. Cities will notify KCDEM as soon as practicable of their intent to proclaim a disaster and provide KCDEM with a copy of the proclamation as soon as practicable.

5. COORDINATING DISASTER RECOVERY ACTIVITIES

- A. KCDEM and the Cities 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.
- B. Cities will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each City remains responsible for the costs it incurs.
- C. In the aftermath of a catastrophic incident or disaster, KCDEM will initiate the transition of disaster response to disaster recovery. When requested, the Cities will identify points of contact to be integrated into this process.

- 6. VOLUNTEER/ EMERGENCY WORKER MANAGEMENT. KCDEM will work in collaboration with the Cities to develop volunteer capabilities that augment the Cities' local disaster response efforts.
- 7. OUTREACH AND EDUCATION. KCDEM will work in conjunction with the Cities to provide disaster-related outreach and education in order to improve overall community resilience. Cities desiring presentations will make such requests to the Director at least 60 days prior to the proposed presentation date.