

**INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT PLANNING
AND COORDINATION**

THIS AGREEMENT (the “Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Arlington, a municipal corporation of the State of Washington (hereinafter referred to as “City”), the Arlington School District, a municipal corporation of the State of Washington (hereinafter referred to as “District”), and Public Hospital District Number 3 of Snohomish County, a municipal corporation of the State of Washington (hereinafter referred to as “Hospital”). The City, District and Hospital are herein referred to as “the parties”.

WHEREAS, the parties to this Agreement have a common interest in developing emergency management plans in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW; and

WHEREAS, the parties can benefit by having a single Emergency Management Coordinator (“the Coordinator”) to coordinate the development of the various emergency plans for the parties; and

WHEREAS, the parties believe that it is in their best interest to continue to provide and coordinate emergency management services as provided herein;

NOW, THEREFORE, the City, District and Hospital agree as follows:

1. Purpose. The purpose of this Agreement is to provide the services of emergency management planning, development of common emergency management activities and emergency management training for each of the parties to this Agreement.

2. Term. The term of this Agreement shall be for one (1) year, commencing March 1, 2010 and terminating on February 28, 2011. Notwithstanding the foregoing, unless any party gives notice to all other parties of its intent to terminate this Agreement at least thirty (30) days prior to February 28, 2011, this Agreement shall automatically renew for one (1) additional year to terminate on February 29, 2012. Furthermore, any party may give written notice to terminate the Agreement at any time. The date of termination shall be as stated in the notice, provided, however, that no such notice shall be effective sooner than sixty (60) days prior to the proposed termination.

3. Oversight Committee. An oversight committee (the "Oversight Committee") comprised of the City Administrator, District Superintendent and the Hospital Administrator shall be formed. This committee shall work directly with the City's Fire Chief in the administration of this Agreement.

a. Meetings. The Oversight Committee may meet at such times and locations as may be set by the Committee.

b. Review and Evaluation. The Oversight Committee shall, from time to time, periodically review and evaluate the services that are provided pursuant to this agreement. It may recommend rules and regulations to govern the provision of services under this Agreement, and may recommend revisions to this Agreement to the parties hereto.

c. Review of Agreement. The Oversight Committee shall, prior to September 30, 2010, review the services under this Agreement and shall investigate whether any party desires to terminate this Agreement. The Committee shall review future financial participation of all parties in the event the

Agreement renews. Any changes to the Agreement or the financial participation of any party shall be made pursuant to paragraph (7) below.

4. City as Administrator. The City shall provide the administration necessary to supervise the services provided under this Agreement, subject to its duties to report to the District and Hospital as set forth below.

a. During the term of this Agreement, the City shall furnish emergency management services, including coordination for the development of common Comprehensive Emergency Management Plans, Continuity of Operations Plans, and Emergency Operations Plans and other type plans, such as: Pandemic Flu Plans that will enhance and compliment the emergency management needs for each of the parties to this Agreement.

b. The emergency management services shall be rendered for the benefit of Hospital & District on the same basis as such services are rendered to persons within the city limits of Arlington, but the City assumes no liability for failure to provide such services by reason of any circumstances beyond its control.

c. It shall be the duty of the City during the term of this Agreement to employ the Coordinator. It is agreed by all parties that the salary costs of the Coordinator shall be divided as follows:

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|----|----------|--------------------------------|
| 1. | City | 46.98% (\$38,900.00 per annum) |
| 2. | Hospital | 46.98% (\$38,900.00 per annum) |
| 3. | District | 6.04% (\$5,000.00 per annum) |

Unless the Agreement is sooner terminated, the Committee shall review the cost sharing of the Coordinator set forth herein to determine whether the same is equitable or should be modified effective March 1, 2011.

d. The City shall fund the Coordinator's employee benefit costs.

e. The City shall invoice the District and Hospital for their share of the Coordinator's salary costs. Terms and conditions of the Coordinator's employment shall be determined by the City. It is agreed that the District and the Hospital may participate in the recruitment and selection of the Coordinator.

f. It shall be the duty of the Coordinator to meet with staff of the District and the Hospital in the development of the various plans, activities and training exercises.

g. The City shall be responsible for the supervision, employment, termination, assignment of all personnel and equipment performing under this Agreement.

h. The City shall consult with the Oversight Committee so that an appropriate level of service is provided.

5. Liability. Each of the Parties to this Agreement shall, at all times, be solely responsible for the acts and omissions of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only, and shall save and hold the other Parties and their personnel harmless from all costs, expenses, losses, and damages, including costs of defense, incurred as a result of any acts or omissions of the Party's personnel relating to the performance of this Agreement.

6. Reports. The City shall provide the District and the Hospital with a written report not less than quarterly indicating the activities that have been performed by the Coordinator.

7. Modification. This Agreement represents the entire agreement between the Parties. No notice of termination or attempted waiver of any of the provisions of this Agreement shall be binding on any Party unless executed in writing by an authorized representative of said Party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties, and shall only be modified by written agreement of all Parties.

8. Benefits. This Agreement is entered into for the benefit of the Parties hereto only and shall confer no benefits, direct or implied, on any third persons.

9. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing, and except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the receiving Party at the address as stated below or at such address as any Party may designate at any time in writing.

10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original. Executed counterparts shall be kept on file in the Arlington City Clerk's Office.

DATED THIS 8th day of March, 2010.

CITY OF ARLINGTON