

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Dave Somers
 DEPUTY/EXEC. DIR. Susan Neely
 DIRECTOR Jason Biermann
 DEPARTMENT Emergency Management
 DEPUTY DIRECTOR. _____
 DIVISION _____
 ORIGINATOR J. Biermann / T. Jones
 DATE April 29, 2019 EXT. 5068 / 5072

TO: COUNCIL CHAIRPERSON:

SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

Approve _____ No Recommendation
 _____ Further Processing
 _____ Requested By _____

Susan Neely SUSAN NEELY
 Executive Director 5-6-19
 Executive Office Signature
 CEO Staff Review Cep MAY 03 2019
 Received at Council Office CH 11:00 516119

DOCUMENT TYPE:

_____ BUDGET ACTION: _____ GRANT APPLICATION
 _____ Emergency Appropriation ORDINANCE
 _____ Supplemental Appropriation _____ Amendment to Ord. # _____
 _____ Budget Transfer _____ PLAN
 CONTRACT: _____ OTHER
 _____ New
 _____ Amendment

DOCUMENT / AGENDA TITLE:

Interlocal Agreement for Services Between Snohomish County and the Northwest Washington Incident Management Team

APPROVAL AUTHORITY:

EXECUTIVE _____ COUNCIL
 CITE BASIS Sno. Co. Charter 2.20.7

HANDLING: NORMAL EXPEDITE _____ URGENT _____ DEADLINE DATE _____

PURPOSE:

To create a contract between the Northwest Washington Incident Management Team (NWIMT) and Snohomish County through the Department of Emergency Management, provide administrative support to the NWIMT.

BACKGROUND:

The Northwest Washington Incident Management Team (NWIMT) is a multi-jurisdictional and multi-disciplinary team that supports incident response for the five counties that comprise Washington's Homeland Security Region 1 (Snohomish, Skagit, San Juan, Island, and Whatcom). Specifically, the NWIMT provides an "all hazards" incident management structure for larger emergencies and is overseen by a Board of Directors. The NWIMT deployed for several days in support of the SR 530 (Oso) Slide and other incidents in the region, such as the Skagit River bridge collapse. Snohomish County DEM became a participating agency with the NWIMT following the 2014 SR 530 incident.

In accordance with its by-laws, the NWIMT appoints a "Lead Coordinating Agency" from among its participating members. The Lead Coordinating Agency provides limited administrative and training support to the team's members. In 2018, the Board of Directors asked Snohomish County DEM to assume that role and unanimously approved the proposed agreement at its April 2019 board meeting; the three year agreement defines the scope of those services and the annual compensation to Snohomish County.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
02 539 310 1000 / 2003			
TOTAL			

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
02 339 310 6990			
TOTAL			

DEPARTMENT FISCAL IMPACT NOTES:

BUDGET REVIEW: Analyst JMD Administrator AK Recommend Approval —

CONTRACT INFORMATION:

ORIGINAL	<input checked="" type="checkbox"/>	CONTRACT #	_____	AMOUNT	\$ 10,000
AMENDMENT 1	<input type="checkbox"/>	CONTRACT #	_____	AMOUNT	\$
AMENDMENT 2	<input type="checkbox"/>	CONTRACT #	_____	AMOUNT	\$

CONTRACT PERIOD:

ORIGINAL	Start	_____	End	_____
AMENDMENT	Start	_____	End	_____
AMENDMENT 2	Start	_____	End	_____

CONTRACT / PROJECT TITLE:

CONTRACTOR NAME & ADDRESS (City/State only):

APPROVED:

RISK MANAGEMENT Se Yes No

COMMENTS 4/30/2019

PROSECUTING ATTY - AS TO FORM: Yes

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : Council G:\ECAF\Dept 39_Emerg Mgmt\2019\ECAP-NWIML-~~DEPT 19-0046-NWIML~~
20068152 - ECAP.doc
- Ordinance.docx
- ILA.docx

NON-ELECTRONIC ATTACHMENTS:

~~Interlocal Agreement For Services— Snohomish County and Northwest Washington Incident Management Team~~
~~Ordinance 19-XXX: Setting Compensation Rate and Approving Interlocal Agreement for Lead Agency Services Between Snohomish County and the Northwest Washington Incident Management Team~~

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 19-025

SETTING COMPENSATION RATE AND APPROVING INTERLOCAL
AGREEMENT FOR LEAD AGENCY SERVICES BETWEEN SNOHOMISH
COUNTY AND THE NORTHWEST WASHINGTON INCIDENT MANAGEMENT
TEAM

WHEREAS, the County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC; and

WHEREAS, SCDEM is a participating agency in the Northwest Washington Incident Management Team (hereinafter "NWIMT"), an entity authorized by chapter 39.34 RCW and formed pursuant to an Interlocal Agreement in 2006; and

WHEREAS, in accordance with the NWIMT's by-laws, the NWIMT appoints a "Lead Coordinating Agency" from among its participating members to provide administrative support to the NWIMT; and

WHEREAS, the County has developed an interlocal agreement to provide administrative support to the NWIMT, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the County is willing to furnish its facilities and personnel to provide support to the NWIMT in exchange for payment of fees and costs consistent with the interlocal agreement; and

WHEREAS, such agreements are authorized by and are consistent with the requirements of the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the Snohomish County Council held a public hearing on _____, 2019, to consider approving the interlocal agreement for lead agency services and authorizing the Snohomish County Executive to sign on behalf of the County the agreement when in substantially the same form as attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the interlocal agreement which is attached to this ordinance as Exhibit A.

PASSED this _____ day of _____, 2019.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ATTEST:

Asst. Clerk of the Council

Council Vice Chair

() APPROVED

DATE: 2019

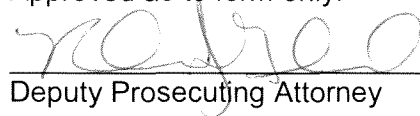
() EMERGENCY

() VETOED

Dave Somers
County Executive

ATTEST:

Approved as to form only:

 04-30-19

Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT FOR SERVICES
Snohomish County and Northwest Washington Incident Management Team

This Interlocal Agreement ("Agreement") is entered into by and between Snohomish County, through its Department of Emergency Management (the "County"), a political subdivision of the State of Washington, and Northwest Incident Management Team (NWIMT), hereinafter referred to as NWIMT.

WHEREAS, NWIMT is an entity authorized by chapter 39.34 RCW and was formed pursuant to an Interlocal Agreement in 2006 (the "Enabling ILA") (a copy of which is attached hereto as Exhibit "A");

WHEREAS, NWIMT is comprised of participating cities, counties, tribes, and special purpose districts in Snohomish, Skagit, Whatcom, Island and San Juan Counties; and

WHEREAS, Section 6 of the Enabling ILA contemplates that the NWIMT Board will select a Lead Coordinating Agency ("Lead Agency") among its members to carry out the day to day financial and administrative functions of NWIMT; and

WHEREAS, the NWIMT Board selected the County to assume the role of Lead Agency, and the County, through its Department of Emergency Management, is willing to serve as the Lead Agency as provided herein.

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by the County. This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is for the County, through its Department of Emergency Management, to provide Lead Agency services to NWIMT ("Services") as described in Exhibit B. Such Services shall be consistent with Section 6 of the Enabling ILA and all standards, guidelines, policies, and procedures duly adopted by the NWIMT Board. In serving as Lead Agency, the County shall comply with all applicable laws and regulations.
2. Compensation and Method of Payment. NWIMT shall be assessed a quarterly service fee of \$2,500.00. The County shall invoice NWIMT for service no later than two weeks prior to the end of the assessed service period. Payment shall be made by NWIMT to the County no later than 30 (thirty) days after the invoiced date.
3. Duration of Agreement. This Agreement shall commence upon execution by both parties and compliance with either the recordation or website listing requirement of RCW 39.34.040 (the "Effective Date"). This Agreement shall expire three years from the Effective Date or until the earlier of the following: (i) mutual termination, (ii) selection of a new Lead Agency by the NWIMT Board or (iii) withdrawal of the County, at its sole discretion, as Lead Agency, PROVIDED, HOWEVER, that the County's obligations after December 31, 2019, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. If the County desires to withdraw as Lead Agency, the County agrees to provide not less than thirty (90) days written notice. The term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term by mutual agreement of the parties.
4. Ownership and use of Documents and Assets. All documents, financial records, computer files, photographs, and other materials produced, generated or held by the County as Lead Agency

under this Agreement shall be the property of NWIMT. All other any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

6. Public Records. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of NWIMT are needed for the County to respond to a request under the Act, as determined by the County, NWIMT agrees to make them promptly available to the County. If NWIMT considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, NWIMT shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by NWIMT and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify NWIMT (a) of the request and (b) of the date that such information will be released to the requester unless NWIMT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If NWIMT fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of NWIMT to claim any exemption from disclosure under the Act. The County shall not be liable to NWIMT for releasing records not clearly identified by NWIMT as confidential or proprietary. The County shall not be liable to NWIMT for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

7. Indemnification. To the extent permitted by law, NWIMT shall defend, indemnify and hold Snohomish County, its officers, officials, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Snohomish County which were performed in good faith as Lead Agency.

8. Insurance. NWIMT's insurance coverage shall be the primary insurance with respect to duties performed under this contract for NWIMT.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at reasonable times to inspection, review or audit by NWIMT and its authorized designees during the performance of this Agreement. Said records shall be maintained for a period of seven (7) years after completion of this Agreement.

10. Assignment and Subcontract. The County shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of NWIMT.

11. Notices. All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 13 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

12. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the

Agreement. Proposed changes shall be incorporated by written amendments to this Agreement. Amendments with a fiscal impact to either party of less than \$50,000 may be negotiated and executed by the Administrators. Any amendment with a fiscal impact to either party of \$50,000 or more shall be executed with the same formalities as required for this Agreement.

13. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' Initial Administrators shall be the following individuals:

<u>County's Initial Administrator:</u>	<u>NWIMT's Initial Administrator:</u>
Jason Biermann, Director Snohomish County Department of Emergency Management 720 80 th Street SW, Building A Everett, Washington 98203	Bill Franz, Vice-chair Northwest Washington Incident Management Team 720 80 th Street SW, Building A Everett, Washington 98203

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

14. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of NWIMT. 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 NWIMT. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. NWIMT shall only have the right to ensure performance.

15. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

16. 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.

17. No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

///

DATED this ____ day of _____

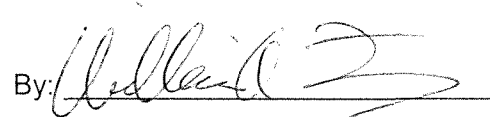
DATED this 25 day of April, 2019

SNOHOMISH COUNTY

**NORTHWEST WA INCIDENT
MANAGEMENT TEAM**

By: _____

Title: Snohomish County Executive

By: 

Title: NWIMT Board Vice-Chair

Approved as to form



Deputy Prosecuting Attorney

EXHIBIT A
ENABLING INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

Northwest Washington Incident Management Team

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this ____ day of June, 2006, by and between those Washington cities, counties, fire districts and other governments identified on the attached Exhibit "A" as may be amended from time to time. Hereinafter, all of the member governments may be referred to individually as "Member" or "party" and collectively referred to as the "Members" or the "parties."

WHEREAS, the Members believe that it is in their best interests to reach an agreement to participate as a group for the mutual advantage of all Members in the provision of efficient and effective incident management support. The group will be called the Northwest Washington Incident Management Team ("NWIMT").

WHEREAS, pursuant to Chapter 39.34 of the Revised Code of Washington, the Members desire to create a joint board to govern this joint undertaking.

WHEREAS, the Members desire to set forth the organizational structure, the legislative control, the funding guidelines, and the overall operation of NWIMT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows.

1. Joint Undertaking. The undersigned parties hereby agree to participate in NWIMT, which shall be organized and structured by the terms of this Agreement, and governed and administered in accordance with this Agreement.

2. Purpose. The purpose of the NWIMT is to establish a coordinated multi-discipline interagency Type Three Incident Management Team in Northwest Washington, to include the geographic areas of Snohomish, Whatcom, Skagit, Island and San Juan Counties.

3. Joint Board. An Interim Board has been established to oversee the development of the Incident Management Team. The Interim Board shall continue oversight of the IMT development process until January 1, 2007. After which, the Members agree to establish a Joint Board of nine members which shall be the governing body for NWIMT. The Joint Board shall oversee implementation of this Agreement and shall form an Operational Committee as set forth below.

3.1 Directors. A Joint Board shall be elected from among the Members. The Joint Board shall consist of a representative from Law Enforcement,

Fire Service, Emergency Management, Healthcare, Public Health, Public Works, Admin/Finance, Information Technology and the Lead Coordinating Agency. Such representatives shall be called "Directors." A majority of Directors shall constitute a quorum.

3.2 Officers. The Joint Board shall elect a Chair who shall preside at meetings of the Joint Board and shall perform such other duties as are incident to the office or are properly required by the Chair of the Joint Board. If necessary, the Joint Board may provide for the election of additional officers.

3.3 Working Group. The Joint Board shall form a Working Group comprised of ten individuals from among the Members. The Operating Committee shall oversee the day to day operations of NWIMT. The Working Group may establish standards, guidelines, policies, and procedures as necessary to the management and operation of NWIMT and consistent with this Agreement. All such standards, guidelines, policies, and procedures may be reviewed, modified, or eliminated at the discretion of the Joint Board.

3.4 Regular Meetings. There shall be regular meetings of the Joint Board not less frequently than once each calendar year. Special meetings of the Joint Board may be called at any time by the Chair or upon written request of any two Directors.

3.5 Compliance with Law. In all respects, the Joint Board, and each Director, shall comply with all applicable laws and regulations, including Chapter 42.30 RCW, the Open Public Meetings Act and all other applicable laws.

4. New Members. New Members may be admitted under such terms and conditions as established in the documents adopted under Section 3.3 above. Prior to being admitted as a new member each such entity shall sign and be bound by this Agreement and shall tender its proportionate share of the budget for any partial year or full financial participation if the party joins at the commencement of a new budget year.

5. Written Report. Each year, at a time set by the Joint Board, the Joint Board shall provide a written report to the governing body of each Member concerning the status of NWIMT.

6. Lead Coordinating Agency. The Joint Board shall select a Lead Coordinating Agency from among the Members. The Lead Coordinating Agency shall carry out the day to day financial and administrative functions of NWIMT consistent with this Agreement and all standards, guidelines, policies, and procedures

adopted as set forth above. In doing so, the Lead Coordinating Agency shall comply with all applicable law.

7. Withdrawal. Any Member may withdraw from the NWIMT by providing written notice of withdrawal to the Chairperson of the Joint Board and to the Lead Coordinating Agency by June 1 of the year prior to the year of withdrawal. Withdrawal shall be effective on December 31 of the year written notice was provided. The provisions in this Agreement regarding defense and indemnification shall survive the withdrawal of any Member such that the withdrawing Member shall remain bound by such provisions for any incident or occurrence happening prior to 11:59 p.m. on December 31, the effective date of withdrawal even if the claim is brought subsequent to withdrawal. Any Member that withdraws prior to termination of this Agreement waives and surrenders any interest, if any, which it may have in assets owned or obtained by NWIMT.

8. Budget and Finance. The Operating Committee, in consultation with the Lead Coordinating Agency, shall annually prepare a budget and submit it to the Joint Board by May 1st. The Joint Board shall adopt a budget no later than July 30th. Nothing herein shall be interpreted to waive or supersede the final budgetary authority of each entity subject to the provisions relating to withdrawal in Section 7. Each Member shall pay its budgeted share into a special fund to be administered by the Lead Coordinating Agency which shall act as the fiscal agent of the Joint Board. The special fund shall be designated the "operating fund of NWIMT." For audit purposes, all operating revenues of the NWIMT must be deposited into and paid from this special fund. The amount that each Member shall contribute to the fund shall be established by the Joint Board. Members shall make the required payment to the fund no later than February 28 of each year. At the discretion of the Joint Board, non-monetary resources contributed to the NWIMT may be credited toward a Member's obligation to make payment under this section. In addition to payments by members, NWIMT is authorized to collect and/or accept gifts from members of the public, grants, and funds from cost recovery efforts related to specific incidents.

9. Property. The Lead Coordinating Agency shall act as the procuring agent for the purpose of acquiring any property to be held by NWIMT and shall comply with the laws applicable to the agency. Property acquired with NWIMT funds shall be owned by NWIMT and dedicated to NWIMT activities. In the event registration or formal proof of ownership is required for any such property, the property shall be held in the name of NWIMT. All items of property acquired with NWIMT funds that are not disposable shall be marked as property of NWIMT. Upon dissolution, property shall be disposed as set forth in Section 11.

10. Duration. The term of this Agreement shall commence upon execution by a majority of the Members listed in Exhibit A and shall continue in effect until December 31, 2008. This Agreement shall automatically renew each year thereafter; provided, however, that a Member may withdraw providing written notice as set forth in Section 7. This Agreement shall terminate in the event of

Dissolution as provided in Section 11. The provisions in this agreement regarding defense and indemnification shall survive termination and dissolution to the extent necessary to resolve any specific claim, loss, or liability as set forth in Section 7 and Section 11.

11. Dissolution. The NWIMT may be dissolved by the action of 75% of the Members. Upon dissolution, all assets owned by NWIMT, if any, shall be first applied to any financial liability with respect to the winding up of its operations. The value of the remaining assets shall be then apportioned among the Members on the same percentage basis as their financial contribution under Section 8 made in the budget year of dissolution.

12. Insurance. The Agency through its budget, shall maintain liability and casualty insurance policies as the Board of Directors shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. As used herein, the term “excess liability” shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of the applicable insurance coverage as determined by judgment or approved settlement agreement.

13. Defense and Indemnification. For any negligent or tortuous action arising out of NWIMT operations which are not covered by or are in excess of insurance purchased by the NWIMT, the Members agree to pay for defense costs and share responsibility for any settlement and/or liability on the same percentage basis as their contribution to NWIMT under Section 8. For any specific claim, the Members responsible for such defense costs and liability shall be those entities that were Members at the time of the occurrence giving rise to the claim, loss, or liability. Each Member agrees to provide indemnification and reimbursement for defense costs to other members to the extent necessary to ensure that each Member is responsible only for its share of the expenses based on the percentage basis of contribution to the annual budget.

Nothing herein shall require or be interpreted to:

- 13.1 Waive any defense arising out of RCW Title 51.
- 13.2 Limit or restrict the ability of any Member or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
- 13.3 Cover or apportion or require proportionate payment of any judgment against any individual or Member for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or municipal corporation. payment of punitive damage awards shall be the sole responsibility of the

individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

14. Amendment by Representative Action. This Agreement may be amended only by the affirmative vote of 75% of the Directors, with each Member's vote being duly authorized by the legislative body of each Member, provided that prior to such amendment, the president of the Joint Board must provide to each Director 90 day's written notice of the proposed amendment and the date the amendment will be considered by the Joint Board.

15. Notices. All notices, demands, requests, consents and approvals that may or are required to be given hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally; sent by facsimile; sent by a nationally recognized overnight delivery service; or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the Member at its main office. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. Counterparts. 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. The Lead Coordinating Agency shall act as administrator of the Agreement for the purpose of maintaining the document and insuring its availability to all Members. The Lead Coordinating Agency shall provide notice to all parties in the event of the addition or withdrawal of a Member.

19. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Member hereto, the Member hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

20. Neutral Authorship. Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Member hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Member preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

21. Governing Law. This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington.

22. Entire Agreement. The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter of this Agreement.

23. Approval of Membership. The undersigned public entity hereby attests that its participation in NWIMT has been approved by this public entity's legislative body.

[Attach Signature Blocks for Each Entity]

Exhibit B – Scope of Services

1. Purpose

The purpose of this Service Agreement is to define the Lead Agency support services that Snohomish County DEM will provide to NWIMT and define the working relationship between Snohomish County DEM and NWIMT. The services will include:

- Application for and maintenance of Federal and State tax identification numbers for the NWIMT;
- Administrative oversight and management of the NWIMT's material and financial assets;
- Invoicing participating agencies, equipment acquisition, processing remittances, and making payments and expenditures on behalf of the NWIMT;
- Maintenance of financial records for NWIMT;
- Provision of quarterly financial reports to the NWIMT Board of Directors;
- Coordination of training locations for quarterly training events;
- Maintenance of training records provided by NWIMT leadership;
- Maintenance of a callout system for the NWIMT;
- Other administrative support services requested by NWIMT and deemed appropriate by the Snohomish County DEM Director.