

Interlocal Agreement for Regional Emergency Management

City of Kenmore Contract No. 15-C1488

This interlocal agreement for regional emergency management ("Agreement") is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the following parties:

- The city of Lake Forest Park, a Washington State municipal corporation, ("LFP")
- The city of Kenmore, a Washington State municipal corporation, ("Kenmore")
- King County Fire District No. 16, a Washington State special purpose district and municipal corporation, ("KCFD16")
- Northshore Utility District, a Washington State special purpose district and municipal corporation, ("NUD")

LFP, Kenmore, KCFD16 and NUD are also referred to collectively as "Parties" and individually as "Party."

RECITALS

- (1) LFP and Kenmore are adjacent cities located along the north shores of Lake Washington. KCFD16 and NUD are local municipal service providers to LFP and Kenmore (See Exhibit "A" for boundaries of the Parties).
- (2) Each Party has responsibilities and obligations to prepare for emergencies. Pursuant to RCW 38.52.070, LFP and Kenmore are required to establish local organizations for emergency management. LFP and Kenmore have established a joint local organization for emergency management, as authorized by RCW 38.52.070 (also known as a joint emergency management organization). The same requirement does not apply to KCFD 16 or NUD.
- (3) The Parties agree that it is in the best interest of their local communities to administer and coordinate their emergency management plans and programs.

AGREEMENT

To that end, the Parties agree as follows:

- (4) Purpose. The purpose and intent of this Agreement is to provide an economical mechanism for the efficient administration and coordination of emergency management plans and programs, generally to protect the public peace, health and safety, to preserve the lives and property of the people served by the Parties and to ensure the continuation of municipal services.
- (5) Effective Date and Duration. This Agreement shall take effect upon execution by all representatives of the Parties. This Agreement shall remain in effect for a period of 12 months.

- (6) Successor Agreement. No less than 120 days prior to the expiration of this Agreement, the Parties shall meet to discuss a successor agreement. If a successor agreement is negotiated, it shall be executed prior to the expiration of this Agreement.
- (7) No Separate Entity. This Agreement establishes a joint operation of the Parties, and does not create a separate legal or administrative entity. The joint operation shall be called the "Northshore Emergency Management Coalition" or "NEMC."
- (8) No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other enterprise between the Parties.
- (9) Administration. Subject to the policies and directives of the "NEMC Committee" established in Section (11) below, LFP shall serve as the Lead Agency for the Parties (hereafter, the "Lead Agency") and the NEMC. As Lead Agency, LFP shall appoint an employee to administer and coordinate the joint operation, to oversee and supervise all agreements of the Lead Agency or any Party on behalf of the NEMC, and to serve as the point of contact for the Parties. The Lead Agency shall contract in its own name for the services of Prepare Northwest, on behalf of the NEMC, and shall bill each Party quarterly for its share of the charges of Prepare Northwest as described in the "Cost-sharing" section below. The Lead Agency shall share all reports, documents and written work products with all Parties.
- (10) Ownership of Property. Except as agreed otherwise by the Parties in writing, title to property owned by a Party and used by the NEMC shall not be transferred to NEMC or any other Party. All Parties must agree in advance to the acquisition or lease of new property used by the NEMC, and such property shall be jointly owned by all Parties unless agreed otherwise by the Parties in writing
- (11) Administering Body. A decision making body, called the "NEMC Committee," shall govern and administer this Agreement and LFP's actions as Lead Agency, consistent with the terms and conditions of this Agreement, and consistent with the Comprehensive Emergency Management Plans and Emergency Management Program Papers of LFP and Kenmore, pursuant to Chapter 38.52 RCW. The Mayor of LFP and the chief executive officer of each Party shall appoint a representative to the NEMC Committee. The NEMC Committee shall meet at least annually and at such other times as is determined by the Committee. At the request of one Party, the NEMC Committee shall meet within a reasonable time after the request. The NEMC Committee shall strive to make decisions by consensus.
- (12) Cost-sharing. Each Party shall be responsible for its own internal costs of participating in the NEMC, such as costs for staff time and facilities used for pre-emergency planning. All costs incurred by the Lead Agency for the services of Prepare Northwest for or on behalf of the NEMC, which are provided in 2015 or after the effective date of this Agreement, shall be shared as follow:

Party	Total	Kenmore	LFP	KCFD 16	NUD
Percentage Share	100%	38.50%	38.50%	11.50%	11.50%

Any other costs incurred by the Lead Agency for or on behalf of the NEMC, and any costs incurred by a Party for or on behalf of NEMC, which are provided after the effective date of this Agreement, shall be shared in accordance with an agreement approved by all Parties in writing.

The Lead Agency will provide finance and accounting services for the Parties according to the Agreement and will maintain a separate fund in its accounting system for this purpose. The Lead Agency will charge the parties for the finance and accounting services in January for the preceding year. The charge will be based on the Lead Agency's Cost Allocation Plan. It is estimated that the annual charge for these services will be less than \$2,000 per year. Parties may request a copy of the Lead Agencies Cost Allocation Plan at any time.

The Lead Agency shall send an invoice quarterly for the services described above on the first business day of the quarter. The invoice shall be due 30 days after the invoice date. It is allowable for each Party to pay their financial commitment in full at the beginning of each year without incurring the Lead Agency's charge for the finance and accounting services. At the end of the calendar year, the Lead Agency shall prepare and deliver to the Parties a reconciliation of expenditures and fees collected for the previous calendar year, and any surplus resulting from the reconciliation shall be shared by the Parties proportionally, based on the cost-sharing percentages above or as agreed to by the Parties, as applicable, and shall be credited against the second quarter cost assessments of the Parties in the year of the reconciliation.

- (13) Financial Commitment: Not counting amounts paid for the services of Prepare Northwest that are provided and paid for prior to the effective date of this Agreement, the maximum financial commitment of the Parties, for the one-year duration of this Agreement, shall be as follows:

	Total	Kenmore	LFP	KCFD 16	NUD
Budget	\$65,000	\$25,000	\$25,000	\$7,500	\$7,500

There shall be no additional cost assessment without the agreement of all Parties.

- (14) Regular Operations: Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties are administering and coordinating their emergency management plans and programs under this Agreement, each Party shall retain sole discretion and full control over its own emergency plans and programs and resources.
- (15) Mutual-aid: During an emergency, the individuals listed under the "Notices" section, or their successors as set forth in a notice to the other Parties, are authorized to request assistance from any other Party for services outside of the regular roles and municipal duties of that Party. The requested Party is not obligated to fulfill any request. If assistance is rendered, the requesting Party shall pay for the assistance at the rates published on the responding Party's website.
- (16) Early Termination: Any Party may withdraw from this Agreement with a 120-day written notice to the other Parties. Costs paid and resources contributed by the withdrawing Party shall not be

refundable. The financial commitments of the remaining Parties, as set forth in Section 13 above, shall not be modified as a result of such withdrawal, unless such financial commitments are insufficient to pay for the expenses incurred by the Lead Agency or any Party on behalf of the NEMC prior to the withdrawal.

- (17) Notices: All NEMC email notices shall be sent to the Parties at the following addresses:

LFP	Pete Rose	prose@ci.lake-forest-park.wa.us
LFP	Steve Sutton	ssutton@ci.lake-forest-park.wa.us
LFP	Frank Zenk	fzenk@ci.lake-forest-park.wa.us
Kenmore	Rob Karlinsey	rkarlinsey@kenmorewa.gov
Kenmore	Bryan Hampson	bhampson@kenmorewa.gov
Kenmore	Jennifer Gordon	jgordon@kenmorewa.gov
KCFD16	Jim Torpin	itorpin@northshorefire.com
KCFD16	Doug Knight	dknight@northshorefire.com
NUD	Fanny Yee	fyee@nud.net
NUD	Al Nelson	anelson@nud.net

Written notices shall be sent by mail or hand-delivered to:

Pete Rose, City Administrator
City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Rob Karlinsey, City Manager
City of Kenmore
 18120 68th Ave NE
 Kenmore, WA 98028

Jim Torpin, Fire Chief
King County Fire District 16
 7220 NE 181st Street
 Kenmore, WA 98028

Fanny Yee, General Manager
Northshore Utility District
 6830 NE 185th Street
 Kenmore, WA 98028

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

(19) No Third Party Beneficiaries: This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

The Parties have executed this Agreement on the dates written below:

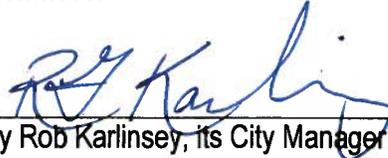
LFP:



By Mary Jane Goss, its Mayor
City of Lake Forest Park

Date Signed: 12/11/15

Kenmore:



By Rob Karlinsey, its City Manager
City of Kenmore

Date Signed: 12/1/15

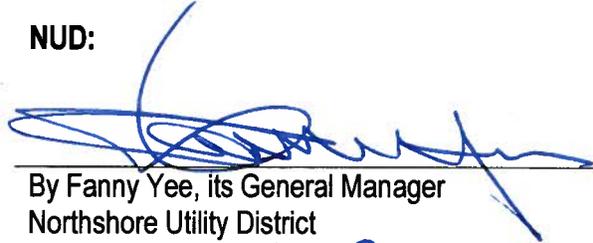
KCFD16:



By Jim Torpin, its Fire Chief
King County Fire District 16

Date Signed: 12-1-15

NUD:



By Fanny Yee, its General Manager
Northshore Utility District

Date Signed: 12-8-15

