

RESOLUTION NO. 1702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AMENDED INTERLOCAL AGREEMENT FOR REGIONAL EMERGENCY MANAGEMENT WITH THE CITY OF KENMORE, NORTHSHORE UTILITY DISTRICT, AND KING COUNTY FIRE DISTRICT NO. 16

WHEREAS, the Northshore Emergency Management Coalition (NEMCo), of which the City of Lake Forest Park is a member, has negotiated an amendment to the Interlocal Agreement for Regional Emergency Management approved in December 2016; and

WHEREAS, the Amended Interlocal Agreement amends Section 16, Annual Reconciliation, to allow the Lead Agency (Lake Forest Park) to hold over excess NEMCo funds from a previous year to purchase needed equipment and supplies when the NEMCo oversight committee deems it appropriate;

WHEREAS, the City Council deems it in the best interest of the City of Lake Forest Park to approve the proposed Amended Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Amended Interlocal Agreement For Regional Emergency Management with the City of Kenmore, Northshore Utility District and King County Fire District No.16, a copy of which is attached as Exhibit A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

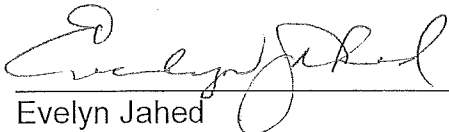
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 8th day of November, 2018.

APPROVED:



Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: November 2, 2018
PASSED BY THE CITY COUNCIL: November 8, 2018
RESOLUTION NO.: 1702

EXHIBIT A
to Resolution 1702

Interlocal Agreement for Regional Emergency Management

Kenmore Contract No. 16-C1622 Amendment No. 1
Lake Forest Park Contract No. 16-070 Amendment No. 1

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 during emergencies.
- (5) Effective Date and Duration. This Agreement shall take effect January 1, 2017. This Agreement shall remain in effect for a period of 36 months (December 31, 2019) ("Initial Term").

- (6) Term Extension and Early Termination. Following the Initial Term, this Agreement shall extend automatically for additional twelve-month periods, unless one or more Parties gives notice of withdrawal to all other Parties at least six months prior to the end of the then current term. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination 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 "NEMCo."
- (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 directives of the "NEMCo Committee" established in Section (10) below, LFP shall serve as the Lead Agency ("Lead Agency") for the Parties and NEMCo. As Lead Agency, LFP shall select and appoint an employee to serve as the Emergency Manager identified in Section (11), which employee generally shall administer and coordinate the joint operation, oversee and supervise all agreements of the Lead Agency or any Party made on behalf of NEMCo, and serve as the point of contact for the Parties. The Lead Agency shall be the employer of record for the Emergency Manager and all necessary personnel authorized by NEMCo, and shall contract for goods and services in its own name on behalf of NEMCo. The Lead Agency shall share all reports, documents and written work products with all Parties.
- (10) Governance. A decision making body, called the "NEMCo Committee," shall govern and administer this Agreement and direct the Lead Agency's actions, functions and duties, 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. Each Party shall appoint a representative to the NEMCo Committee. The NEMCo Committee shall meet at least quarterly and at such other times as is determined by the Committee. At the request of one Party for a special or emergency meeting, the NEMCo Committee shall meet within a reasonable time after the request. The NEMCo Committee shall strive to make decisions by consensus. Voting shall be on a "one Party, one vote" basis. Other than votes to increase NEMCo's operating budget or expenditures, which require unanimous vote, voting that results in a 2-2 tie shall be resolved by a weighted vote, using the percentage share of Section (14). The NEMCo Committee shall comply with all provisions of the Washington Open Public Meetings Act and Public Records Act.
- (11) Operating Budget. NEMCo's operating budget of \$139,540 for 2017 consists only of the costs necessary to employ and retain the service of an Emergency Manager with approved salary, benefits, and overhead. Any other costs incurred by the Lead Agency or any Party for or on behalf of the NEMCo must be approved in advance by the NEMCo Committee in writing. The NEMCo Committee shall meet in the third calendar quarter of each calendar year to approve and finalize the operating budget for the following calendar year.

- (12) NUD Provisions. For its participation, 300 hours per year of the Emergency Manager’s time is allocated to functions primarily for NUD as identified in Exhibit “B”, Functions for Northshore Utility District. The Emergency Manager shall keep track of the actual time needed to perform those services. NUD has the option of using the 300 hours for these or other functions. If NUD fails to use its annual allotted hours, the unused hours shall be rolled forward to be used in the following year(s), provided the accumulated unused rolled forward hours do not exceed 80 at any time. If NUD uses the Emergency Manager for more than 300 (plus any unused hours rolled forward from the previous years) hours in a calendar year, NUD shall pay NEMCo for the overage at a rate of \$70 per hour at the annual Reconciliation (See Section 16).
- (13) Contribution Payments. The non-Lead Agency Parties shall pay their respective shares of the approved annual operating budget to the Lead Agency by January 31st of the budget year. The Lead Agency shall not send a bill, invoice or reminder.
- (14) Cost-sharing. Each Party shall be responsible for its own internal costs of participating in NEMCo, such as costs for staff time and facilities used for pre-emergency planning, training and meeting. All costs incurred by the Lead Agency on behalf of the NEMCo, shall be shared as follow:

Party	Total	Kenmore	LFP	KCFD 16	NUD
Percentage Share (for all years)	100%	30.75%	30.75%	23.50%	15.00%
2017 Operating Budget	\$139,540	\$42,909	\$42,909	\$32,792	\$20,931

- (15) Finance and Accounting Services. As additional contribution to NEMCo, the Lead Agency will provide finance and accounting services for the Parties, at its own cost, according to this Agreement, and will maintain a separate fund in its accounting system for this purpose.
- (16) Annual Reconciliation. Within thirty (30) days after the end of a calendar year, the Lead Agency shall prepare and deliver to the Parties a reconciliation of expenditures and fees collected for the previous calendar year. Any surplus resulting from the reconciliation shall be either shared by the Parties proportionally, based on the cost-sharing percentages in Section (14) above or as agreed to by the Parties, as applicable, and shall be credited against future contributions to NEMCo (likely contributions due in the next year), or retained by the Lead Agency and used to further carryout the mission of NEMCo. The NEMCo committee shall decide which option shall be used during budget discussion as noted in Section (11) above.
- (17) Ownership of Property. Except as agreed otherwise by the Parties in writing, title to property owned by a Party and used by NEMCo shall not be transferred to NEMCo or any other Party. All Parties must agree in advance to the acquisition or lease of new property used by NEMCo, and such property shall be jointly owned by all Parties unless agreed otherwise by the Parties in writing.
- (18) Regular Agency 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, programs and resources.

- (19) Joint Emergency Operations Center (EOC): Whenever an EOC activation is necessary in response to natural or human caused disaster within the city boundaries of LFP and Kenmore, the Parties agree to operate together from a joint facility. The headquarters fire station in Kenmore has been identified as the primary EOC location. Activation of the EOC should occur whenever circumstances justify or when requested by one or more of the Parties. Because half of NUD's service area is outside the city boundaries of LFP and Kenmore, it will not staff such EOC. However, NUD will keep close communication with the Parties during any emergency involving the Parties.
- (20) 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, on a time, equipment and material basis, at the rates published on the responding Party's website.
- (21) Notices: All NEMCo email notices shall be sent to the Parties at the following addresses:

LFP	Phillip Hill	phill@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	Eric Magnuson	emagnuson@northshorefire.com
KCFD16	Doug Knight	dknight@northshorefire.com
NUD	Al Nelson	anelson@nud.net
NUD	Ethan Maiefski	emaiefski@nud.net

Each Party is responsible for prompt notification to the other Parties of any personnel change.

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

Phillip Hill, 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

Al Nelson, General Manager
Northshore Utility District
6830 NE 185th Street
Kenmore, WA 98028

(23) 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.

(24) 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:

Kenmore:

By Jeff Johnson, its Mayor
City of Lake Forest Park
Date Signed: _____

By Rob Karlinsey, its City Manager
City of Kenmore
Date Signed: _____

KCFD16:

NUD:

By Jim Torpin, its Fire Chief
King County Fire District 16
Date Signed: _____

By Al Nelson its General Manager
Northshore Utility District
Date Signed: _____

EXHIBIT "A"

OVERLAPPING BOUNDARIES OF THE PARTIES

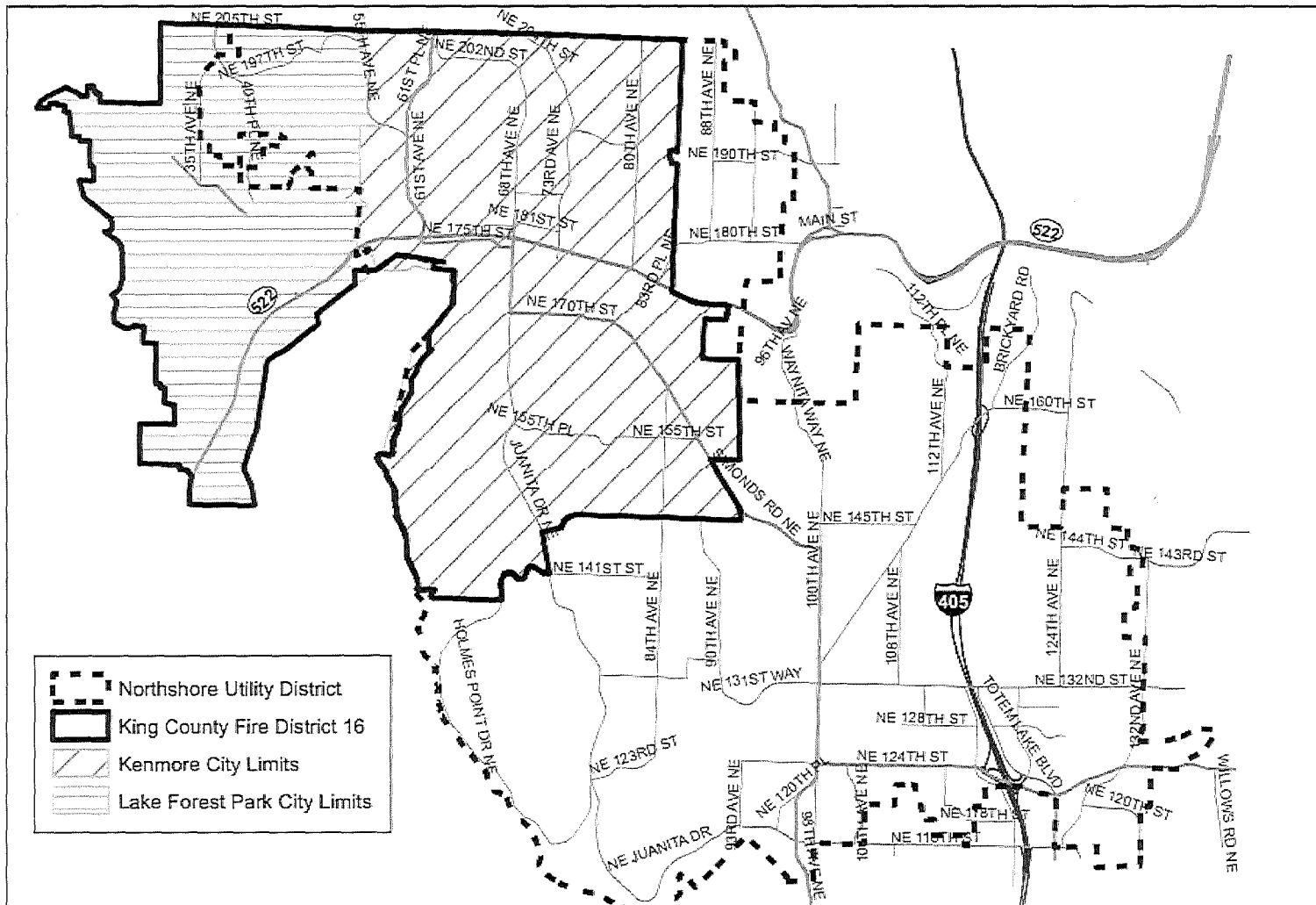


EXHIBIT "B"**Emergency Manager Duties and Responsibilities**

The following is a list of job duties and responsibilities of the Emergency Manager of the Northshore Emergency Management Coalition (NEMCo). The list includes examples of the duties and responsibilities, and shall not be considered exhaustive or complete.

Functions and Activities for Kenmore, Lake Forest Park and KCFD 16

- (1) **Volunteer Coordination and Management-** Coordinate CERT, RACES, and other emergency volunteers programs. Volunteer Reception Center (VRC), credentialing, sheltering, etc.
- (2) **Joint EOC Development-** Develop the Joint EOC and its tiered activation system. Ensure activation levels are developed, practiced and carried out.
- (3) **Staff Training and Exercises-** Develop yearly staff training and exercise schedule supported by the Operational Annex of LFP's and Kenmore's CEMP. Example- EOC, VRC, position specific, emergency notification system, and joint city team building training. Ensure staff NIMS compliance and schedule ICS courses as needed.
- (4) **EOC Activation-** Monitor conditions and circumstances within the community that may require EOC activation. When circumstances justify or when requested by a Party, act as the EOC manager and develop appropriate staffing levels before, during, and after an event.
- (5) **Citizen Training/Community Education-** Coordinate two CERT training opportunities, two emergency management work-shops, and an annual preparedness fair for NEMCo area citizens. May provide community education on related preparedness/prevention topics. Introduce Map Your Neighborhood to neighborhoods as a next step in community involvement.
- (6) **Coordinated Communication-** Develop coordinated notification system for NEMCo Parties and the community before, during, and after events. The system should include: Code Red and each City's Emergency Notification System. Development of a web presence (website).
- (7) **Resource Management-** Maintain resources that will be called upon in an emergency. Evaluate and possibly renew standing agreements, memorandums of understanding or mutual aid arrangements. Update other resource lists and accompanying documents. Evaluate standing agreements and needs of each Party to identify and report gaps in anticipated resource needs.
- (8) **Northshore Emergency Management Council -**Coordinate with and support the Northshore Emergency Management Council, which is comprised of business leaders, service providers, school representatives, Kenmore Air and other community groups. The council would meet quarterly and link our efforts together in a more comprehensive manner.
- (9) **Emergency Plans-** Maintain the CEMP, COOP, Hazard Mitigation plan.

Functions for Northshore Utility District

- (a) **Monthly Training-** Prepare for and hold 12 one-hour safety meetings at NUD.
- (b) **First Aid Training-** Prepare for and conduct CPR and First Aid training once every three years.
- (c) **New Employee Training-** Prepare and deliver flagging classes for newly hired employees once per year.
- (d) **Staff Training-** Prepare for & deliver two water/sewer system emergency drills per year (two 8 hour days).
- (e) **Emergency Plan Update-** Annually review and consult on emergency response plans.