Interlocal Agreement for Regional Emergency Management

Kenmore
Lake Forest Park
King County Fire District 16

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")

LFP, Kenmore, and KCFD16 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 is a local municipal service provider 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 KCFD16.

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:

1. Purpose. The purpose and intent of this Agreement is to provide an efficient mechanism for the effective administration and coordination of emergency management plans and programs to protect the public peace, health, and safety, as well as to preserve the lives and property of the people served by the Parties, to ensure the continuation of services during emergencies, and the assist in the recovery of the community after disaster events.

2. Effective Date and Duration. This Agreement shall take effect January 1, 2025. This Agreement shall remain in effect for a period of 12 months (December 31, 2025) ("Term").This Agreement replaces the Interlocal Agreement effective between the Parties on January 1, 2017.

3. Termination. Following the end of the Term, this Agreement shall automatically terminate. All Parties are responsible for any residual liabilities, obligations or costs incurred prior to the termination of this Agreement.

4. No Separate Entity. This Agreement establishes a joint operation of the Parties and does not create a separate legal entity. The joint operation shall be called the "Northshore Emergency Management Coalition" or "NEMCo."

5. 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.

6. Administration. Subject to the directives of the "NEMCo Board" established in Section 11 below, LFP shall serve as the Lead Agency ("Lead Agency") for the Parties and NEMCo personnel. As Lead Agency, LFP shall supervise an employee to serve as the Emergency Manager identified in Section (11), who shall administer and coordinate the joint operation, oversee and supervise all agreements of the Parties made on behalf of NEMCo, act as the direct supervisor for all personnel authorized by 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, as well as 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.

7. Emergency Manager. The Parties shall be responsible for the appointment and termination of an Emergency Manager. The Emergency Manager shall have experience in the management and operations of an Emergency Operations Center (EOC) and the management and coordination of community volunteer groups such as Community Emergency Response Teams (CERT), RACES, and similar in support of emergency response. The Emergency Manager is an "at will" position and may be terminated from such position upon the unanimous vote of the Board of Directors, with or without cause.

8. Governance. A decision-making body, called the "NEMCo Board of Directors" or "NEMCo Board," shall govern and administer this Agreement and direct the Emergency Manager's actions, functions, and duties to ensure consistency with the terms and conditions of this Agreement, applicable Comprehensive Emergency Management Plans, and other Emergency Management Papers, pursuant to RCW 38.52. Each Party shall appoint a representative to the NEMCo Board and meet at least quarterly. The NEMCo Board may also meet at other times as is determined by its members and, at the request of one Party for a special or emergency meeting, the NEMCo Board shall meet within a reasonable time after the request. The NEMCo Board meetings shall operate in accordance with the traditional 'Robert's Rules of Order' and 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 tie shall be resolved by a weighted vote, using the percentage share of Section 14. All NEMCo Board of Director meetings shall comply with all provisions of the Washington Open Public Meetings Act and Public Records Act. Ch. 42.30 RCW and Ch. 42.56 RCW. A community based advisory committee, called the "Northshore Emergency Management Council" or "NEMCo Council," shall be formed and administered by the Emergency Manager. The NEMCo Council will be comprised of business leaders, emergency service providers, school representatives, community associations, and other key community members from throughout the joint

jurisdictions of the Parties. The NEMCo Council will meet quarterly, under the direction of the Emergency Manager, to discuss and coordinate emergency preparedness efforts with a focus on ensuring a comprehensive and holistic approach to emergency management throughout the jurisdiction of the Parties.

9. Operating Budget. NEMCo's operating budget of $182,722 for 2025 consists of the costs necessary to employ and retain the services of an Emergency Manager, as well as any other authorized personnel, with approved salary, benefits, and overhead. Any other costs incurred by the Lead Agency or any Party for or on behalf of NEMCo must be approved in advance by the NEMCo Board. The NEMCo Board shall meet in the third quarter of each calendar year to approve and finalize the operating budget for the following calendar year.

10. 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 2025. The Lead Agency shall not send a bill, invoice, or reminder.

11. 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 NEMCo shall be shared as follows:

Party	Total	LFP	Kenmore	KCFD16
Percentage Share (for Term)	100%	45.89%	45.89%	8.3%
2025 Operating Budget	$182,722	$ 83,861	$83,861	$15,000

12. Finance and Accounting Services. As an 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. Reconciliation. Within thirty (30) days after the end of the Term, 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 for 2024 shall be either shared by the Parties proportionally, based on the cost-sharing percentages in Section 14 above, shall be credited against the following year's contributions to NEMCo, based on the proportional cost-sharing percentages. The NEMCo Board shall decide which option shall be used during the third quarter budget discussion noted in Section 12 above. Any surplus resulting from the reconciliation for 2025 shall be shared by the Parties proportionally based on the cost share percentage in Section 14.

13. Ownership of Property. Except as agreed otherwise by the Parties in writing, the title to property owned by a Party and used by NEMCo shall not be transferred to NEMCo or any other Party. The Parties must agree unanimously in advance to the acquisition or lease of new property purchased as part of the overhead for NEMCo discussed in Section 12 above. Unless agreed otherwise by the Parties, such property shall be jointly owned by all Parties and be operated under the oversight of the Emergency Manager. Said property will be inventoried annually by the Emergency Manager, who will provide a report of this inventory during the third quarter NEMCo

Board meeting. Upon the end of the Term, the Parties agree that all assets inventoried by the Emergency Manager shall be returned to the Party that owns them. The Parties agree to dispose of jointly-owned property acquired by NEMCo in a mutually agreeable manner and based on the proportional cost-sharing percentages set forth in Section 14.

14. Joint Emergency Operations Center (EOC). Whenever an EOC activation is necessary in response to a natural or human caused disaster within the city boundaries of LFP or Kenmore, the Parties agree to operate together from a joint facility. Shoreline Fire Station 51, property of KCFD16, has been identified as the primary EOC location, with LFP City Hall being identified as the secondary EOC location. A tertiary EOC location will be maintained at Kenmore City Hall, however this EOC system will be designed to be a mobile EOC to allow for the maximum potential for all Parties to maintain the continuity of operations and/or government during a disaster event. Activation of the EOC should occur whenever circumstances warrant it or when requested by one or more of the Parties. The Emergency Manager will be responsible for maintaining the functionality of all EOC locations, as well as developing and advising the Parties on critical incidents that would warrant various levels of EOC activation.

15. Emergency Management Plans and Programs. To provide a more comprehensive response to a natural or human caused disaster within the boundaries of LFP or Kenmore, the Parties agree that regional emergency management plans, to include a Regional Comprehensive Emergency Management Plan, and emergency response programs, such as the maintenance of a corps of volunteer emergency workers, shall be coordinated by NEMCo. It will be the responsibility of the Emergency Manager to maintain any applicable plans and programs, as well as supervise, train, and retain a group of volunteer emergency workers utilizing FEMA supported programs such as Community Emergency Response Team, Radio Amateur Civil Emergency Service, or Auxiliary Communications Services.

16. Administrative Services. In addition to the space for the primary EOC mentioned in Section 18 above, KCFD16 agrees to provide NEMCo and its authorized personnel with suitable office space, storage for NEMCo property and EOC equipment, appropriate training areas for the education of the community and volunteer corps, and administrative support from its staff, to include the use of community office supplies, printers, and internet. In exchange for these services, KCFD16 will pay a reduced portion of the cost-sharing as reflected in Section 14 above.

17. Mutual aid. During an emergency, each Party, via an authorized representative or through the Emergency Manager, is 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, but if assistance is rendered, the requesting Party shall pay for the assistance on a time, equipment, and material basis.

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 full responsibility, discretion, and control over the application of these emergency plans, programs, and resources within their jurisdiction.

19. 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, damage, 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 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.

20. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF LAKE FOREST PARK

By: Tom French (Dec 13, 2024 17:52 PST)

Printed Name: Tom French

Title: Mayor

Date: 12/13/2024

CITY OF KENMORE

By: Rob Karlinsey (Dec 13, 2024 16:24 PST)

Printed Name: Rob Karlinsey

Title: City Manager

Date: 12/13/2024

KING COUNTY FIRE DISTRICT NO. 16

By: Matt Cowan (Dec 16, 2024 11:29 PST)

Printed Name: Matt Cowan

Title: Fire Chief

Date: 12/16/2024