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."

The Parties hereby agree as follows:

RECITALS:

A. The Parties entered into an agreement December 2024 for the purpose of regional emergency management to provide a mechanism for the effective administration and coordination of emergency management plans and programs ("Agreement").

B. The Agreement needs to be amended to extend the duration of the agreement, reflect changes in contribution payments, timing of reconciliation of expenditures and eliminate formation of a community based advisory committee.

C. In order to make these changes, the Agreement needs updating.

FIRST AMENDMENT TO AGREEMENT:

1. **Amendment.** Section 2 of the Agreement is hereby amended to read as follows:

   Effective Date and Duration. This Agreement shall take effect January 1, 2025. This Agreement shall remain in effect for a period of ~~12~~ 24 months (December 31, 2026, ~~2025~~) ("Term"). This Agreement replaces the Interlocal Agreement effective between the Parties on January 1, 2017.

2. **Amendment.** Section 8 of the Agreement is hereby amended to read as follows:

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.~~

3. **Amendment:** Section 9 of the Agreement is hereby amended to read as follows:

   Operating Budget. NEMCo's operating budget of $182,722 for 2025 and $190,032 for 2026 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.

4. **Amendment:** Section 10 of the Agreement is hereby amended to read as follows:

   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 and January 31st of 2026. The Lead Agency shall not send a bill, invoice, or reminder.

5. **Amendment**: Section 11 of the Agreement is hereby amended to read as follows:

   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

Party	Total	LFP	Kenmore	KCFD16
Percentage Share (for Term)	100%	45.89%	45.89%	8.3%
2026 Operating Budget	$190,032	$ 87,216	$87,216	$15,600

6. **Amendment:** Section 16 of the Agreement is hereby amended to read as follows:

   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 and 2025 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 and 2026 shall be shared by the Parties proportionally based on the cost share percentage in Section 14.

7. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

8. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this

Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

9. **Effective date**. This Amendment shall be effective as of January 1, 2026

DATED this 15 day of December, 2025.

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

CITY OF LAKE FOREST PARK
By: Thomas French
Thomas French (Dec 15, 2025 15:09:03 PST)
Printed Name: thomas french
Title: Mayor

CITY OF KENMORE
BY: Teri P. Killgore
Teri Killgore (Dec 16, 2025 14:14:21 PST)
Printed Name: TeriKillgore
Title: City Manager

KING COUNTY FIRE DISTRICT NO. 16
By: Matt Cowan
Matt Cowan (Dec 15, 2025 10:56:36 PST)
Printed Name: Matt Cowan
Title: Fire Chief

Amendment No. 1 to NEMCo Agreement

Final Audit Report 2025-12-16

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"Amendment No. 1 to NEMCo Agreement" History

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