Interlocal Agreement for Regional Emergency Management

Kenmore
Lake Forest Park
Shoreline Fire Department

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")
- Shoreline Fire Department, a Washington State special purpose district and municipal corporation, ("Shoreline Fire")

LFP, Kenmore, and Shoreline Fire 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 First Amendment to the Agreement was executed December 15, 2025, amending Sections 2, 8, 9, 10 and 16,

C. The Agreement needs to be further amended to extend the duration of the agreement, reflect any changes in contribution payments, and timing of reconciliation of expenditures.

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

SECOND 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 36 months (December 31, 2027 ("Term"). This Agreement replaces the Interlocal Agreement effective between the Parties on January 1, 2017.

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

   Operating Budget. NEMCo's operating budget of $190,032 for 2027 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.

3. **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 2027. The Lead Agency shall not send a bill, invoice, or reminder.

4. **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	Shoreline Fire
Percentage share(for Term)	100%	45.89%	45.89%	8.3%
Operating budget 2027	$190,032	$87,216	$87,216	$15,600

5. **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 2026 and 2027 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.

6. **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.

7. **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.

8. **Effective date**. This Amendment shall be effective as of January 1, 2027

DATED this __ day of Month, 202_.

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

CITY OF LAKE FOREST PARK
By:_____
Printed Name:_____
Title:_____

CITY OF KENMORE
BY:_____
Printed Name:_____
Title:_____

SHORELINE FIRE DEPARTMENT
By:_____
Printed Name:_____
Title:_____