

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURIEN, DES MOINES, NORMANDY PARK AND
SEATAC FOR A JOINT EMERGENCY PREPAREDNESS
COORDINATOR**

THIS INTERLOCAL AGREEMENT ("ILA") is entered into pursuant to Chapter 39.34 RCW by the Cities of Burien, Des Moines, Normandy Park and SeaTac Washington hereinafter referred to as "Cities", to provide for the joint funding of an Emergency Preparedness Coordinator

WHEREAS, the Cities desire to develop and promote equitable solutions to meet local, regional, and federal emergency preparedness requirements.

WHEREAS, the Cities desire to improve communications between the cities that are parties to this agreement, with the King County Office of Emergency Management, and other Zone-3 agencies.

WHEREAS, the Cities desire to participate in efforts to plan effectively to share the use of common resources.

WHEREAS, the Cities wish to limit or reduce the impact of a major disaster or emergency by engaging in well organized training exercises locally and on a regional basis.

WHEREAS, through the Interlocal Cooperation Act, the parties have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of Interlocal Agreement: The purpose of the Interlocal Agreement is to set up a cooperative arrangement between the Cities to jointly fund an Emergency Preparedness Coordinator "Coordinator".
2. Lead City. The City of Burien will act as the Lead City, serving as the fiscal and administrative agent for the other cities. The Emergency Preparedness Coordinator position will be located in City Hall at the City of Burien. The Coordinator will report to the Burien Police Chief. The Burien Police Chief, after consulting with the fire and police chiefs of the other cities participating in the ILA (Des Moines, Normandy Park, SeaTac) will approve the Coordinator's annual work-plan.
3. Governance Structure
 - A. Steering Committee
 - a) A Steering Committee comprised of city fire and police chiefs will assist the Coordinator to develop a work plan that meets the needs of each city. The Coordinator shall forward the proposed annual work plan to the Executive Committee for review and final approval.

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b) The Steering Committee will develop performance expectations for the Coordinator.

B. Executive Committee

- a) This Agreement shall be managed by an Executive Committee made up of the City Manager or designee from each City. The Executive Committee will meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to this Agreement. The Executive Committee will provide oversight and direction to the Steering Committee and review its activities
- b) The Executive Committee will review the Coordinator budget annually and will have full authority in determining the activities the Coordinator will pursue on behalf of the cities participating in this agreement. The work plan could include, but not be limited to the activities described in section 4. By October 15th of each year, the Executive Committee will determine the following year's funding and each city's share.
- c) The Executive Committee will determine how much time and money will be spent on project areas in the work plan and the amount of time and resources allocated to each city. In addition to working on projects with concerns common to the other cities the Coordinator will also be responsible to assist each city on projects specific to their jurisdictions.

4. Scope of Work and Workplan

1. Develops, coordinates and supports emergency management exercises and drills.
2. Updates Emergency Operations Plans
3. Serves as professional resource to various organizations and committees.
4. Responsible for NIMS compliance by all three cities
5. Performs community outreach and education activities
6. Researches, recommends, writes and monitors grants
7. Gathers, assembles and analyzes data
8. Plans, oversees and provides training in all aspects of emergency management
9. Coordinates annual updates to each City's Emergency Plan
10. The Coordinator will be responsible for implementing the annual work-plan approved by the Executive Committee

5. Funding Arrangement.

During the initial year of this agreement, funding for the proposed Emergency Preparedness Coordinator position is not to exceed \$105,000 for salary, benefits, travel and start-up costs.

Salary	\$68,000
Benefits	\$20,000
Computer, Cell Phone, Admin Costs	\$10,000

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Travel, Conferences, Training, Supplies	\$7,000
Total	\$105,000

It is proposed that each city contribute the following amount in 2007 towards to fund the Coordinator position.

City of Burien – \$30,000
 City of Des Moines - \$30,000
 City of Normandy Park - \$15,000
 City of SeaTac - \$30,000
 Total Contribution = \$105,000

The Lead City will invoice each City for one quarter of the annual contribution share by January 30th of each year and once each quarter thereafter.

Funding in future years. By October 15th of each year, the Executive Committee will determine the following year's total funding and each city's share.

6. Duration. This Interlocal Agreement shall become effective January 1, 2007 and shall remain in effect through December 31, 2007, with automatic extensions annually, unless terminated as described in section 7.

7. Termination. Any party may terminate its participation in the Interlocal Agreement without cause by giving the other Cities a ninety-day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this Interlocal Agreement through the end of the calendar year in which such notice is given.

8. Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
Burien	Chief of Police, Scott Kimerer 415 SW 150 th Street Burien, WA 98166 Phone No. 206-296-3333
Des Moines	Chief of Police, Roger Baker 21630 – 11 th Ave S. Des Moines, WA 98198 Phone No. 206-870-7634
Normandy Park	Chief of Police, Rick Kieffer 801 SW 174 th Street Normandy Park, WA 98166 Phone No. 206-248-8255
SeaTac	Fire Chief, Bob Meyer 4800 So. 188 th Street SeaTac, WA 98188 Phone No. 206-973-4900

9. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal Agreement.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

10. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than required of non-self insurance pool member Cities.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Counterparts. This document may be executed in any number of counterparts, each one which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal Agreement as of this 9th day of April, 2007.

Interlocal Agreement
Joint Emergency Preparedness Coordinator

CITY OF BURIEN

By: Mit Monte

Title: City Manager

Date: 3/19/07

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF NORMANDY PARK

By: _____

Title: _____

Date: _____

Approved As To Form:

Chris Ba
Burien City Attorney

CITY OF SEATAC

By: Craig R. Ward

Title: Craig R. Ward, City Manager

Date: 3/1/07

Approved As To Form:

Mary M. Bartolo
City Attorney

CITY OF BURIEN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: City Manager
By Direction of the Des Moines City Council

In Open Public Meeting on April 5, 2007.

Date: 4/9/07

Approved As To Form:

Acting City Attorney

CITY OF NORMANDY PARK

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Interlocal Agreement
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CITY OF NORMANDY PARK

By: *Debra Schultz*

Title: *City Manager*

Date: *15 Feb 07*

Approved As To Form:

Suzanne Sampson
City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Releted to Contract
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Preliminary EOC combined city operations costs

	2007 actual	2008 budget	preliminary 2009 budget		
Salary	54,513	77,985	84,339	a step inrease and a 3.0% cola	
Benefits	12,021	17,385	20,681		
Auto/ deprec	16,252	3,250	-	removed vehicle deprec for 09	
comp/ depr	2,434	811	811		
insurance & registration	800	1,000	900		
gas & repairs	486	1,200	1,438		
office equip	2,079				
office supplies	500	1,200	1,000		
phones	700				
phone svc	850	1,020	1,020		
internet connection	927	1,230	1,230		
	<u>91,562</u>	<u>105,081</u>	<u>111,419</u>		
Bruce Millis 06 and 07	<u>13,590</u>				
	105,152		\$	%	
Burien			33,500	0.285714	31,834
SeaTac			33,500		31,834
Des Moines			33,500		31,834
Normandy Park			16,750	0.142857	15,917
			<u>117,250</u>		<u>111,419</u>