

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN AND
NORMANDY PARK FOR A JOINT EMERGENCY MANAGEMENT AND
SAFETY COORDINATOR**

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

WHEREAS, the Cities desire to develop and promote equitable solutions to meet local, regional, and federal emergency preparedness/management requirements, along with safety certification and training,

WHEREAS, the Cities desire to improve communications between the Cities, 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, the Cities wish to utilize common resources to provide safety training and certification, as regulated by federal and state agencies, and

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,

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 a Coordinator.
2. Lead City. The City of Burien will act as the Lead City, serving as the fiscal and administrative agent for the other City. The Coordinator position will be located in Burien City Hall. The Coordinator will report to the Burien Public Works Director, hereinafter referred to as "Director". The Director, after consulting with the City Manager representing Normandy Park, will approve the Coordinator's annual work plan.
3. Governance Structure.
 - A. An Executive Committee (EC) comprised of the Director and the City Manager of Normandy Park, hereinafter referred to as the "Manager", 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 EC for review and final approval.
 - B. The EC will develop performance expectations for the Coordinator.
 - C. This agreement shall be managed by the EC. The EC will meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to this Agreement. The EC will provide oversight and direction to the Director and review its activities.

- D. The EC 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 may include, but not be limited to, the activities described in Section 4. By December 31st of each year, the EC will determine the following year's funding and each City's share.
- E. The EC 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 both Cities, the Coordinator will also be responsible to assist each City on projects specific to their jurisdictions.

4. Scope of Work and Work Plan

- A. Emergency Management Plan (EMP) writing and updates.
- B. Everbridge notification systems management.
- C. Government emergency telecommunication systems coordination, liaison and outreach.
- D. Continuity in government and operations planning.
- E. NIMS compliance administration.
- F. Safety and emergency response exercise.
- G. Safety Program development.
- H. Standard Operation Procedures Manual development and management.
- I. Emergency management performance grants.
- J. Emergency/adverse weather planning and operations.
- K. Program support and administration.
- L. Implementation of the annual work plan approved by the EC.

Normandy Park may utilize Burien's employee training services on an as needed basis and shall be billed independently from this ILA.

5. Funding Arrangement. During the initial year of this agreement, funding for the Coordinator position is not to exceed \$96,901 for salary, benefits and travel costs.

Salary	\$71,551
Benefits	\$17,350
Computer, Cell Phone, Admin. Costs	\$1,000
Travel, Conferences, Training, Supplies	\$7,000
Total	\$96,901

Each City will contribute the following amount in 2011 to fund the Coordinator position:

City of Burien	\$58,141
City of Normandy Park	\$27,500
Total	\$85,641
Estimated billed training services	\$11,260
	\$96,901

The City of Burien will invoice Normandy Park quarterly for their annual contribution share.

Funding in future years. By December 31st of each year, the EC will determine the following year's total funding and each City's share.

6. Duration. This Interlocal Agreement shall become effective January 1, 2011 and shall remain in effect through December 31, 2011, with automatic extensions annually, unless terminated as described in Section 7.
7. Termination. Either party may terminate its participation in the Interlocal Agreement without cause by giving the other party a 90-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 of Burien	Larry Blanchard, Public Works Director 400 SW 152 nd Street, Suite C Burien, WA 98166 206/248-5521
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Normandy Park	Doug Shulze, City Manager 801 SW 174 th Street Normandy Park, WA 98166 206/248-8255
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9. Indemnification.

Each City agrees to indemnify the other City 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 City. 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 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.
13. Filing. A copy of this Agreement shall be filed with the City Clerks of the City of Burien and the City of Normandy Park and shall either be filed with the King County Auditor or listed by subject on the City of Burien's website.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal Agreement as of this 19th day of January, 2011.

CITY OF BURIEN

By: *Neil M. B...*
Title: *City Manager*
Date: *1/19/11*

Approved As To Form:

W. D. Kuntz
City Attorney

CITY OF NORMANDY PARK

By: *David Schuch*
Title: *City Manager*
Date: *1/3/11*

Approved As To Form:

[Signature]
City Attorney

EXHIBIT "A"
2011 WORK-PLAN FOR EMERGENCY MANAGEMENT AND SAFETY COORDINATOR

.8 FTE-1664 hrs 1 FTE=2080 hrs

	.8 FTE	Burien's Share of 60% of .8	Normandy Parks Share of 40% of .8	Estimated Training Billed Services	1 FTE	60%	40%
EMERGENCY MANAGEMENT & SAFETY COORDINATOR	1664 hrs				2080 hrs		
EM Plan Writing and Updates	164	98	57		225	135	90
Everbridge & GETS Administration	60	36	20		60	36	24
Emergency Management Liaison & Outreach	160	96	57		200	120	80
Continuity of Government & Operations Planning	160	96	56		225	135	90
NIMS Compliance	60	36	20		80	48	32
Exercise & Training Program	100	60	10	193	115	69	46
Safety Program Development	100	60	37		115	69	46
SOP Development	100	60	37		200	120	80
Emergency Management Performance Grant	240	144	86		240	144	96
Emergency / Adverse Weather Planning & Operations	100	60	37		150	90	60
Program Support & Administration	400	240	56		450	270	180
TOTALS		986	473	193		1248	832