INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SNOQUALMIE, DUVALL, CARNATION AND NORTH BEND FOR THE ESTABLISHMENT OF A REGIONAL EMERGENCY MANAGEMENT ORGANIZATION (EMO)

THIS AGREEMENT is made and entered into on this 8th day of August 2016, by and between the City of Snoqualmie, a Washington municipal corporation, the City of Carnation, a Washington municipal corporation, the City of Duvall, a Washington municipal corporation, and the City of North Bend, a Washington municipal corporation.

RECITALS

A. The City of Snoqualmie ("Snoqualmie") is a Washington municipal corporation, located in eastern King County. Snoqualmie has established a local organization for emergency management ("EMO") and has adopted a local comprehensive emergency management plan ("CEMP") pursuant to RCW 38.52.070. The City owns and operates an Emergency Operations Center ("EOC") within the City of Snoqualmie.

B. The Cities of North Bend, Carnation and Duvall are Washington municipal corporations. North Bend, Carnation and Duvall have each established a local organization for emergency management ("EMO") and have each adopted a local comprehensive emergency management plan ("CEMP") pursuant to RCW 38.52.070. North Bend, Carnation and Duvall are referred to collectively as "Partnering EMOs". The Partnering EMOs and Snoqualmie are collectively referred to as "the Parties."

C. It would be mutually beneficial for Snoqualmie and the Partnering EMOs to cooperate in applying for and obtaining regional emergency management grant funding for training, disaster response and other emergency management activity, with Snoqualmie to serve as the lead agency.

D. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

E. RCW 38.52.070 authorizes municipal governments to enter into joint emergency management agreements, and RCW 38.52.091 authorizes municipal governments to enter into mutual aid interlocal agreements for reciprocal emergency management activities; and

F. The parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW and Ch. 38.52 RCW.

NOW, THEREFORE, the parties have entered into this Agreement under the terms and conditions set forth herein:

1. Purpose of Agreement. This Agreement has been entered into in order to facilitate coordinated emergency management planning, training and other emergency management activities between Snoqualmie and the Partnering EMOs. It also designates Snoqualmie as the "lead agency" and explains the parameters in which the lead agency shall function.

2. Designation and Obligations of Lead Agency (Snoqualmie).

2.1. Snoqualmie is designated as the Lead Agency for the coordinated emergency management activities provided for herein.

2.2 As the Lead Agency, Snoqualmie shall administratively support coordinated emergency management activities, and shall:

2.2.1. Coordinate the preparation and submission of a joint Emergency Management Program Grant Application on behalf of Snoqualmie and the Partnering EMOs; allocate to the Partnering EMOs their pro rata share of grant fund proceeds determined in accordance with WAC 118-09-040 (less the administrative fee provided for in Section 3 below); and provide any tracking/reporting required by the terms and conditions of the grant.

2.2.2. Coordinate and schedule business meetings among the Parties. Business meetings shall be held not less than two times per year at a day and time mutually agreed to between all parties.

2.2.3. Provide agendas, handouts, take notes and / or minutes of meetings, and provide other necessary general support related to business meetings provided for by this Agreement.

2.2.4. Provide individualized progress reports to the Partnering EMOs upon request.

2.2.5. Distribute emergency management business information and training opportunities to the Partnering EMOs.

2.2.6. Provide such other support to any EMO endeavors mutually agreed by the Parties.

2.2.7. Upon request, and only if mutually agreed to between the Lead Agency and a requesting party or parties, provide consultation advice and/or training on emergency management activity, programs and/or procedures. Consultation/advice/training under this subsection is outside of the Lead Agency administrative responsibilities outlined above, and therefore would be provided at a compensation rate mutually agreed to between the parties. Examples of this would include a Lead Agency review and update of the city's comprehensive emergency management plan (CEMP), drafting of CEMP annexes, or updates to other comprehensive documents.

3. Obligation of Partnering EMOs (North Bend, Carnation and Duvall). The Partnering EMOs shall (a) provide timely feedback on items of mutual interest to the Parties, (b) meet deadlines as established through the EMPG funding process, by the Lead Agency, or the Parties, and (c) meet all requirements as defined in the WAC and RCW specific to EMPG funding requirements. In consideration of administrative support

provided by the Lead Agency, the Partnering EMOs agree that Snoqualmie shall be entitled to retain an amount equivalent to 5% of the EMPG fund distribution or other EMO grants received by any Partnering EMO.

4. The Parties' Ordinances, Rules, and Regulations. In executing this Agreement, no Party assumes liability or responsibility for or in any way releases the other Parties (individually or collectively) from any liability or responsibility which arises in whole or in part from the existence or effect of the Party's (or Parties') ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any individual Party's ordinance, rule, or regulation is at issue, that Party shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Parties collectively, the Party whose ordinance, rule regulation, policy or procedure was the subject of the proceeding shall satisfy the same, including all chargeable costs and attorneys' fees.

5. Indemnity. The Parties shall indemnify each other as follows:

5.1. Snoqualmie Indemnity. Snoqualmie shall protect, indemnify, and save harmless the Partnering EMOs and their officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of Snoqualmie in performing this Agreement.

5.2. Duvall Indemnity. Duvall shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of Duvall, its officers, employees, or agents in performing this Agreement.

5.3. Carnation Indemnity. Carnation shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of Carnation, its officers, employees, or agents in performing this Agreement.

5.4. North Bend Indemnity. North Bend shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of North Bend, its officers, employees, or agents in performing this Agreement.

5.5. Survival of Indemnities. The provisions of this Paragraph shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify

for injuries caused by or resulting from events occurring after the termination of this Agreement.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Snoqualmie, North Bend, Carnation and/or Duvall to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. Property. This Agreement does not provide for the acquisition, holding, or disposal of any real or personal property.

9. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement, and nothing herein shall be construed as creating a joint emergency management organization under RCW 38.52.070 or WAC 118-30-040(1). To the extent legally required, this Agreement shall be administered by the City Administrator for Snoqualmie or his/her designee, the City Manager for Carnation or his/her designee, the City Administrator for Duvall or his/her designee and the City Administrator for North Bend or his/her designee as a Joint Administrative Board.

10. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrators of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation pursuant to RCW 7.07, before instituting any proceeding in Superior Court.

11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of Snoqualmie are acting as Snoqualmie employees, employees of North Bend are acting as North Bend employees, employees of Carnation are acting as Carnation employees, and employees of Duvall are acting as Duvall employees. Further, nothing in this Agreement requires

Snoqualmie to undertake emergency management activities within the jurisdiction or boundaries of any Partnering EMO, or to require any individual Partnering EMO to undertake emergency management activities within the jurisdiction or boundaries of Snoqualmie or any other Partnering EMO.

12. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

Duvall:
Matthew Morton, City Administrator
PO Box 1300
Duvall, WA 98019

North Bend:
Londi Lindell, City Administrator
City of North Bend
P.O. Box 896
North Bend, WA 98045

Snoqualmie:
Bob Larson, City Administrator
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

Carnation:
Phil Messina, City Manager
PO Box 1238
Carnation, WA 98014

13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

15. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

16. Duration. The effective date of this Agreement shall begin 8/24, 2016, and shall remain in full force and effect for a period of one year, and shall automatically renew for successive one year terms unless terminated pursuant to Section 17.

17. Termination of Agreement. Any Party may give notice of termination with or without cause upon thirty days' written notice to the other Parties. Upon termination,

the Parties obligations (including without limitation the Lead Agency's obligations under
Section 2.2.1 above) shall cease.

18. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's, Carnation's, Duvall's and North Bend's respective websites listed by subject matter.

19. Insurance. Each party will be responsible for maintaining its own insurance.

20. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

CITY OF SNOQUALMIE

Matthew Larson, Mayor

Attest:

Jodi Warren, MMC City Clerk

CITY OF NORTH BEND

Kenneth Hearing, Mayor

Attest:

Susie Oppedal, CMC City Clerk

CITY OF CARNATION

Jim Berger, Mayor

Attest:

Mary Madole, City Clerk

CITY OF DUVALL

Will Ibershof, Mayor

Attest:

Jodi Wycoff, CMC City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney, Snoqualmie
Dated: 7/19/2016

By: _____
City Attorney, Carnation
Dated: _____

By: _____
City Attorney, North Bend
Dated: _____

By: _____ for Rachel Turpin
City Attorney, Duvall
Dated: 8/18/16

APPROVED AS TO FORM:

By: _____
City Attorney, Snoqualmie
Dated: 8/9/2016

By: _____
City Attorney, Carnation
Dated: _____

By: _____
City Attorney, North Bend
Dated: 8/24/16

By: _____
City Attorney, Duvall
Dated: _____