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**INTERLOCAL COOPERATION AGREEMENT FOR THE
EMERGENCY SERVICES COORDINATING AGENCY (ESCA)**

WHEREAS, Chapter 39.34 RCW regarding Interlocal Cooperation permits local governmental units to make efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, or other factors influencing the needs and development of local communities; and

WHEREAS, the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace and the Town of Woodway have mutually determined it would be beneficial to combine emergency management coordinating activities by the creation of a separate governmental entity constituted of its member communities; and

WHEREAS, these Cities and Town desire to continue with an existing coordinating agency know as the Emergency Services Coordinating Agency (ESCA) operating under the administrative direction of its Director, responsible to the ESCA Board, with fundings from the local agencies and the State Division of Emergency Management, so as to commence the implementation of the Emergency Management Program for the member cities and town, all in accordance with RCW 38.52.

NOW THEREFORE, the undersigned local governments have entered into this agreement in consideration of the mutual benefits to be derived and as authorized by RCW Chapter 39.34:

Section 1. Member Agencies. The undersigned local governments hereby join together to organize the Emergency Services Coordinating Agency (ESCA), hereinafter "Agency".

1.1. Initial Members. The initial member governments and parties to this agreement shall be the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway. The parties acknowledge that the Cities of Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway have previously committed funds and assets and that the Agency has personal property and leasehold interests which have an approximate value of \$31,140.00. By execution of this agreement and passage of a resolution or ordinance as required by WAC 118-06-040, the parties agree to full participation by the City of Bothell and any further members of the agency in the assets on dissolution.

1.2. Additional Members. Other governmental units may request to join in this interlocal agreement. Additional parties may be admitted upon the approving vote of the majority of the members as hereinafter provided. They shall become members upon execution of the agreement and its indemnity provisions and tender of their proportionate share of the

budget for any partial budget year or full financial participation if the party joins at the commencement of a new budget year.

1.3. Withdrawal. Any party may withdraw from this agreement by providing written notice of intent to withdraw on or before July 1 of the year preceding the year of withdrawal. Withdrawing during a budget year shall be deemed complete on December 31 of the final budget year in which the individual has agreed to participate. The provisions of Section 6 relating to indemnification shall survive the withdrawal of any agency and the withdrawing agency shall remain liable to indemnify the other parties for any excess liability as defined in said section which arose during the budget year(s) in which the party was a member and to 11:59 p.m., December 31 of the year of withdrawal. By withdrawing, a withdrawing party abandons any interest, if any, which it may have in the assets of the Agency.

Section 2. Purpose of the Emergency Services Coordinating Agency. The purpose of this Agency shall be to undertake a work program to implement the currently approved emergency operations plan. Upon approval of the parties, such plan shall be considered a part of this interlocal cooperation agreement and its provisions incorporated a fully as if herein set forth. This agreement shall be interpreted in accordance with such plan, provided, however, that issues relating to withdrawal, participation, indemnification, and budgeting shall be governed solely by this agreement. The work program shall be reviewed and approved by the ESCA Board annually and shall meet with the approval of the State Division of Emergency Management so as to be eligible for funding assistance and to meet the requirements of RCW 38.52.070(1).

Section 3. Operation of Agency. To accomplish its purpose, the Agency has been created by the parties. It shall be a separate nonprofit governmental unit operating and functioning in accordance with the laws of the State of Washington. The Director and its employees shall be deemed to be employees of the Agency only and not of its constituent members. The Director, with the concurrence of the ESCA Board, shall employ the necessary personnel with the expertise and experience required for the competent implementation of the emergency operations plan, in concert with appropriate local government entities and their officials. The Agency and parties shall cooperate fully so as to maintain continuity of operations from the past agreement to future separations.

Section 4. Budgeting and Financial Participation. The operating budget for fiscal year 1994 is attached as Exhibit A and incorporated by reference as fully as if herein set forth. Financial participation of the parties in future years shall be recommended prior to September 1 by the Director and with the approval of the ESCA Board. It shall be submitted to the parties for their approval. An entity which fails to withdraw as provided in Paragraph 1.3 above shall be liable for its budgeted share of assessments for the next budget year upon approval of the budget by a majority of its members. In the event of disagreement, the parties agree to make every reasonable effort to resolve their differences, including, with the agreement of the parties, the use of mediation services as provided in WAC 118-06-080. Nothing herein shall be

interpreted to waive or relinquish the final budgetary authority of each entity, subject to the rules relating to withdrawal.

4.1. Each party shall pay its budgeted share into a fund to be administered in accordance with state law RCW 38.52. Annual budget participation shall be based upon the population of each party compared to the total population of the parties. Operating payments shall be made by January 31 of each year.

4.2. Any entity that fails to timely make payment of its share shall be subject to a late payment charge of one percent (1%) of its assessment for each and every month or part of thereof which its payment is late.

Section 5. ESCA Board. Parties shall be represented on an ESCA Board by their respective Mayors or the Mayors' designees. The Board shall advise and direct the Director or other designee to coordinate and assist in the implementation of the plan and program by the member agencies. The Board shall attempt to reach consensus decisions. In the event of disagreement or formal vote, each member shall have one vote.

5.1. The Director shall be responsible for the day-to-day administration of the agency. The Director shall serve in accordance with ESCA personnel policies. The direction of employees is vested in the Director. Employees have the rights and obligations as established pursuant to the Personnel Policies adopted by the Council on September 10, 1992, and all amendments thereto as approved by the Board; provided, however that the Director is authorized to deviate from policies in order to cope with the exigencies of and emergency and said personnel policies shall reference that ability.

5.2. The ESCA Board shall provide for and coordinate with the Compensation Board established by RCW 38.52.210.

Section 6. Insurance, Indemnification, and Legal Relations. The agency, through its final budget, shall maintain liability and casualty insurance policies as the ESCA Board shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. At the date of execution of this agreement, the Agency is a participant in the Washington Cities Insurance Authority. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of applicable insurance coverage as determined by judgment or approved settlement agreement.

6.1. Indemnification. The parties to this agreement agree to share excess liability for claims, losses, or liabilities in excess of the unexpended budget for the annual period in which the claim arose on the same percentage basis as their relative financial participation for the budget year in which such claims arose is determined in paragraph 4.1 above.

6.2. Survival of Indemnity. A party which withdraws its support from the Agency shall by its participation in any budget year promise to indemnify and hold harmless the remaining parties from any and all excess liability incurred with respect to the operations of the Agency during the budget year(s) in which the withdrawing entity was a party to the agreement. Whether or not a particular claim loss or liability arose during a budget year shall be determined based upon the date on which the incident or incidents occurred which gave rise to such liability. This promise to hold harmless and indemnify shall be limited to the same percentage proportion of liability determined in accordance with the financial participation of the withdrawing entity by paragraph 4.1 above during the budget year in which the liability arose.

6.3. Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. nor to create third party rights or liability.

Section 7. Term and Dissolution. This agreement shall continue from year to year until terminated by action of the parties. The agreement may be terminated at any time by the agreement of a majority of the parties or the withdrawal of all parties but one with respect to a future budget year. Upon dissolution of the Agency, any and all assets, real or personal, and the ownership of the Agency shall be applied first to any financial liability or responsibility with respect to its windup operations. The value of the assets shall be then apportioned between the parties to the agreement in the same proportion as their financial participation in the budget year of dissolution.

Section 8. Director: Responsibilities. The Director shall be solely responsible for the day-to-day administration of the agency and shall exercise all powers available under RCW 38.52.070 and perform all the responsibilities and duties set forth in Chapter 38.52 RCW and Chapter 118-07 WAC. Among the Directors duties shall be the keeping of financial and other records reflective of the appropriations and expenditures of the Agency. The Director shall be responsible for the disbursement of funds provided for under the budget and shall, at the request of any party, provide an accounting of the Agency's operations. Funds shall be deposited with the Treasurer or Finance Director of the most populous party as provided in RCW 38.52.070(1). Such fund shall be known as the ESCA Emergency Management Fund. Disbursements, bidding and purchasing shall comply with requirements applicable to towns, so long as the Town of Woodway shall be a member; provided that in the event of an emergency restrictions shall be done away with as authorized in RCW 38.52.070(2). Legal services shall be provided by the legal counsel to the chairperson of the ESCA Board or such other counsel as the parties shall designate by their majority vote. Access to the books of the Agency shall be permitted during normal business hours to any party.

Section 9. Definitions.

9.1. Agency. The term "agency" shall mean the Emergency Services Coordinating Agency to be synonymous with the abbreviation ESCA.

9.2. Budget Year. The budget year shall refer to the calendar year January 1 through December 31 of each year.

9.3. Excess Liability. "Excess liability" shall mean the amount of the judgment or settlement approved by the ESCA Board in excess of the policy limits of an insurance policy or pool coverage and the available unencumbered budget for the agency for the year of occurrence.

9.4. Party. A "party" is a city or a town who is a party to this agreement and a member of the ESCA Board.

9.5. All other terms herein shall have the meaning assigned by Chapter 38.52 RCW and Chapter 118-07 WAC.

Section 10. Prior Agreement: Amendment. This agreement supersedes prior agreements by the parties, provided, however, that prior indemnification agreements shall survive to the extent necessary to provide for full indemnification of parties for liabilities arising during prior budget years. This shall be the sole agreement between the parties and shall be amended only in writing with the express written consent of the parties hereto. Once approved by the separate City Councils of the entities, it shall remain in full force and effect until terminated by the parties or by the withdrawal of a party from the agreement. All prior understandings between the parties, written or oral, are deemed merged with this agreement, provided, however, that this agreement shall be interpreted in order to implement its central purpose – the implementation of the emergency management plan previously incorporated by reference.

Section 11. Recording. This agreement shall be filed with the city or town clerks of each of the parties hereto, with King County Department of Records and Elections, and with the Snohomish County Auditor prior to becoming effective in accordance with the requirements of RCW 39.34.040.

Dated this 16th day of May, 1994.



City Manager, City of Woodinville
Dated this 11 day of March, 2009

EMERGENCY SERVICES COORDINATING AGENCY

1999 MEMBER ASSESSMENTS

City/Population	% of Total	Cost Share
Brier (6,295)	4.5	6,687.00
Edmonds (38,610)	27.6	41,010.00
Kenmore (16,874)	12.1	17,979.00
Lake Forest Park (12,800)	9.2	13,670.00
Lynnwood (33,110)	23.7	35,215.00
Mill Creek (10,692)	7.6	11,293.00
Mountlake Terrace (20,360)	14.6	21,694.00
Woodway (990)	7	1,040.00

TOTAL POPULATION 139,731

TOTAL CITY ASSESSMENTS 148,588.00