

**INTERLOCAL AGREEMENT
FOR
eCore Access and Grant Implementation**

This agreement is entered into this _____ day of _____, 2024, by and between the City of Bellevue, a Washington municipal corporation, and the City of Redmond, a Washington municipal corporation (each a Participating Agency or Party, together the Parties).

WHEREAS, the City of Bellevue applied for and received a Fire Prevention and Safety grant administered by the U.S. Department of Homeland Security, FEMA, on behalf of the Bellevue Fire Department and the City of Redmond Fire Department to fund electronic cores and associated key security equipment for exterior rapid-access key lock boxes (often referred to by their known brand name Knox Box), installed at locations determined by each jurisdiction's Fire Code Official; and

WHEREAS, rapid-access key lock boxes are installed at locations as required by each jurisdiction's Fire Code and determined by each jurisdiction's Fire Code Official; and

WHEREAS, e-cores and keys allow emergency responders rapid-entry access to buildings in a way that provides security and accountability for fire departments responding to calls for aid; and

WHEREAS, the City of Bellevue and City of Redmond Fire Departments respond to automatic aid calls from one another, many of which calls are to multifamily and commercial spaces within each jurisdiction's rapid-entry program, and are typically accessible only by that department's mechanical lock box key; and

WHEREAS, acceptance of the Fire Prevention and Safety Grant would provide funding to allow purchase of e-cores and associated security equipment for emergency responders to gain rapid entry to buildings accessible by rapid-entry lock box, and in a way that provides security from misplacement and theft of a key as well as tracking and accountability for Fire Department key holders through the use of unique pass codes; **and**

WHEREAS, the intent of the April 9, 2024, MOU was that if awarded the grant, the City of Bellevue would, subject to approval by the Bellevue City Council, accept and administer the grant, and initiate purchase and distribution of the equipment; **and**

WHEREAS, on July 16, 2024, the Department of Homeland Security FEMA announced that the City of Bellevue's application on behalf of the Bellevue and Redmond Fire Departments had been approved in the amount of \$707,423.39 in Federal funding subject to terms of the grant and a requirement to contribute non-Federal funds equal to or greater than 5.00 percent (\$35,371.17) of the Federal Funds awarded; **and**

WHEREAS, subject to the Bellevue City Council's approval of an ordinance authorizing acceptance and expenditure of the FEMA Fire Prevention and Safety Grant, the Federal funding will help the Bellevue and Redmond Fire departments update their lock box infrastructure to interoperable electronic rapid entry lock box systems and avoid passing most costs onto building owners; **and**

WHEREAS, the updated rapid entry lock box infrastructure would expedite emergency response times for members of both the Bellevue and Redmond communities when Bellevue and Redmond firefighters arrive first in each other's jurisdictions as they respond to automatic aid calls; **and**

WHEREAS, now that the FEMA Fire Prevention and Safety Grant has been awarded, the Parties wish to implement the purpose of the grant and have each Party's Fire Department share e-core access to lock boxes installed in buildings in their respective jurisdictions, subject to City Council approvals;

NOW, THEREFORE, the Parties agree to the following:

Section 1: Purpose of Agreement.

The purpose and intent of this Agreement is to (a) define the responsibilities of the City of Bellevue and the City of Redmond as they relate to the implementation of FEMA's Grant Award EMW-2023-FP-00114 for FEMA's Fiscal Year 2023 Fire Prevention & Safety Program ("Grant"); and (b) outline each Party's responsibilities regarding having their respective Fire Departments share e-core access to exterior rapid entry lock boxes installed at buildings in their respective jurisdictions.

Section 2: Authority and Prior Agreements.

This interlocal agreement is entered into by the City of Bellevue and the City of Redmond and supersedes all prior agreements related to eCore access and implementation of the Grant among or between the Parties.

As hereafter referenced this interlocal agreement shall be referred to as the eCore Access and Grant Implementation Agreement.

Section 3: Effective Date and Duration.

This Agreement shall take effect upon execution by both parties and either filing of the executed Agreement with the King County Auditor or posting on the City of Bellevue's and City of Redmond's respective websites ("Effective Date"). This Agreement shall remain in effect for five (5) years following the Effective Date, unless terminated pursuant to Section 7; provided, however, that the term of this Agreement may be extended or renewed for up to one (1) additional five (5) year term, by mutual

agreement of the Parties and written notice from one Party to the Other Party: provided, further, that to the extent each party's obligations after December 31, 2024 require additional funds, such obligations shall be contingent upon council appropriation of necessary funds for the purpose of this Agreement.

Section 4: Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

City of Bellevue's Initial Administrator:
Kyle Nelson, Assistant Fire Marshal
PO Box 90012 Bellevue, WA 98009
(425) 452-4258 and KNelson@Bellevuewa.gov

City of Redmond's Initial Administrator
Rich Gieseke, Fire Marshal
PO Box 97010 MS 2SFD Redmond, WA 98073
(425) 556-2204 and RGieseke@Redmond.gov

Section 5: Responsibilities of the City of Bellevue.

The City of Bellevue will be responsible for the following:

- A. Administration of the Grant, including management of funds from the Grant for use consistent with the purpose of the Grant, and coordinating and administering compliance with Grant terms and conditions, and the Grant's monitoring and reporting obligations.
- B. Management of a competitive and fair procurement process for purchase of the equipment.
- C. Initiation of equipment purchase through submission of orders based on information collected from the Bellevue Fire Department and received from the Redmond Fire Department.
- D. Directing delivery of the purchase orders of equipment to a City of Bellevue facility and distribution of the equipment as detailed in the Application for the Grant.
- E. Performing inventory and looking up status of permissions for every rapid entry lock box in Bellevue's rapid entry program.

Section 6: Joint Responsibilities.

The City of Bellevue and City of Redmond will be jointly responsible for the following:

A. Once equipment purchased with Grant funds gets scheduled for delivery to a City of Bellevue facility, each Party will cooperate by having personnel participate in accepting delivery and taking title to such equipment.

B. Each Party will cooperate in sorting the shipment into equipment and parts belonging to the Bellevue Fire Department and equipment and parts belonging to the Redmond Fire Department. Each Party will verify and accept equipment and parts.

C. Each Party will comply with federal regulations at 2 CFR 200.13 governing the use, management and disposition of equipment acquired with the Grant.

1. Each party will use and maintain the equipment acquired with the Grant as long as the equipment is needed for the functioning of the interoperable electronic Knox box system.

2. Each Party will observe the procedures in 2 CFR 200.13(d) for management of the equipment acquired with the Grant, until disposition takes place as follows:

(a) Maintain property records that include a description of the property, a serial number or other identification number, the source of the funding for the equipment/property (including the FAIN), who holds title, the acquisition date, and cost of the equipment/property, percentage of Federal participation in the project costs, the location, use and condition of the equipment/property, and, upon disposition/disposal, the disposition data, including the date of disposal and sale price of the equipment/property.

(b) Take a physical inventory of the property reconcile results with the property records at least once every two years.

(c) Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of equipment/property; investigate loss, damage, or theft of equipment/property.

(d) Develop adequate maintenance procedures to keep the equipment/property in good condition.

(e) Apply proper sale procedures to ensure highest possible return in the event of sale of the equipment/property.

3. Each Party must observe the disposition procedures in 2 CFR 200.13 (e) in the event the original or replacement equipment is no longer needed.

D. The City of Redmond will track and collect information and provide reports to the City of Bellevue as requested by the City of Bellevue to the extent needed to comply with the monitoring, reporting and/or auditing requirements of the Grant.

E. Each Party will cooperate to comply with the five percent non-Federal contribution requirement through the tracking of personnel time and associated compensation spent on eCore programming and installation activities.

F. Each Party will ensure serial numbers are checked, access is activated, boxes are checked and installed by appropriate personnel.

G. Each Party will observe protocols and procedures consistent with operating the upgraded rapid entry lock box infrastructure to allow sharing of e-core access. Each Party will ensure that every individual is assigned a unique pin number for the use of any e-keys as required for the upgraded system. Each Party will also set up a 4-digit number to activate their respective e-key. Each Party will set a time period after which if e-key is not returned to the key holder, the key stops working.

H. Each Party will report to the other as appropriate to ensure security if an e-key is misplaced or stolen.

I. Each Party will provide appropriate notices and information about the rollout of the e-core rapid entry program in their respective jurisdiction to building owners who own lock boxes that are not able to be retrofitted. The rollout of the e-core rapid entry program is the responsibility of the respective jurisdiction. Each Party has the option to provide information to building owners with nonretrofitable boxes about any limited time discounts to upgrade their lock boxes that may be offered by vendors.

J. Each Party will appropriately maintain equipment purchased with the Grant and communicate to each other if they decide to cease maintaining the equipment.

K. Although neither Agency has any obligation to assist with the installation or activation of eCores in the other's jurisdiction, this Agreement contemplates that each Party may, at their sole discretion, choose to assist with installation or activation of cores in the other's jurisdiction.

Section 7: Termination.

- A. Termination of Participation – In the event that one Party wishes to terminate participation in the sharing of eCore access, such Party will provide at least 30 days' written notice to the other Party's Administrator by U.S. mail and at least attempted by email.
- B. Notices - Notice shall be deemed received three days after posting with U.S. mail and upon sending the email to the addresses provided by each Party in this Agreement. The contact for notices may be updated by communicating in writing the updated contact, including mailing and email addresses.

Section 8: Indemnification.

Each Party to this Agreement agrees to defend, indemnify and hold harmless the other participating parties and their elected officials, officers, and employees from any loss, claims, judgment, settlement or liability, including costs and attorney fees (“Damages”), arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the decisions, directions, or activities made pursuant to this Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects all other non-indemnifying parties only, and immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses and cost shall be recoverable from the indemnifying party.

The City of Redmond further agrees to defend, indemnify, and hold harmless the City of Bellevue from any Damages arising out of acts or omissions undertaken in its capacity as administrator of the Grant in any claim or action arising out of the activities under this Agreement brought by a City of Redmond official, officer, employee or other person(s) under the supervision or control of the City of Redmond.

Section 9: Applicable Law.

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law, federal law, or federal regulations. If any litigation is filed between the Parties regarding this agreement, the Parties agree that venue shall rest in the Superior Court of King County, Washington.

Section 10: Disputes.

The Parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action.

Section 11: No Third-Party Benefit.

It is agreed that this agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in any third party.

Section 12: Entire Agreement.

This agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof.

Section 13: Savings.

Should any provision of this agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

Section 14: Filing.

A copy of this agreement will be listed on each Party's public facing website by topic or other electronically retrievable public source or filed with the King County Auditor.

Section 15: Survivability.

All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

Section 16: No Waiver.

No failure by any party to insist upon the strict performance of any condition of the eCore Access Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other term or condition.

Section 17: Neutral Authorship.

Each of the provisions of the eCore Access Agreement has been reviewed and negotiated and represents the combined work product of the Parties. No presumption or other rules of construction, which would interpret the provisions of this agreement in favor of, or against, the participating agency preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement.

Section 18: Counterparts. This Agreement may be executed by electronic signature and in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this eCore Access Agreement upon signature of all participating agencies.

SIGNATURES

CITY OF BELLEVUE

City Manager

Attest:

City Clerk, City of Bellevue

Approved as to form:

City Attorney

CITY OF REDMOND

Mayor

Attest:

City Clerk, City of Redmond

Approved as to form:

City Attorney