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NO. 12-0560

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDED INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT	)))	**RESOLUTION**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board") has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cites to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to RCW 38.52.070, two or more political subdivisions may join in the establishment and operation of a local organization for emergency management; and

WHEREAS, the City of Spokane, City of Spokane Valley, City of Medical Lake, Town of Millwood, Town of Fairfield, Town of Latah, City of Liberty Lake, Town of Rockford, Town of Spangle, City of Cheney, City of Airway Heights, City of Deer Park, Town of Waverly, and Spokane County ("Parties") are authorized and directed to establish local organizations for emergency management in accordance with the Washington State Comprehensive Emergency Management Plan and Program; and

WHEREAS, the Parties entered into an Interlocal Agreement under Spokane County Resolution No. 12-0169, executed by the Parties on February 28, 2012, pursuant to which, under certain terms and conditions, the Parties modified that Agreement entitled "*2005 Amended and Restated Interlocal Agreement for Emergency Management Services*"; and

WHEREAS, the Parties desire to modify and restate the Agreement entered into under Resolution No. 12-0169.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT", attached hereto and incorporated herein as Attachment "A," pursuant to which, under certain terms and conditions, the City of Spokane, City of Spokane Valley, City of Medical Lake, Town of Millwood, Town of Fairfield, Town of Latah, City of Liberty Lake, Town of Rockford, Town of Spangle, City of Cheney, City of Airway Heights, City of Deer Park, Town of Waverly and Spokane County have modified and restated that Agreement executed under Spokane County Resolution No. 12-0169.

PASSED AND ADOPTED this 17th day of July, 2012.

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

TODD MIELKE, Chair

MARK RICHARD, Vice-Chair

AL FRENCH, Commissioner

ATTEST:

Daniela Erickson, Clerk of the Board

Return to: Daniela Erickson, Clerk of the Board
Board of County Commissioners
1116 W. Broadway
Spokane, Washington 99260

INTERLOCAL AGREEMENT
FOR EMERGENCY MANAGEMENT
12 - 0560

THIS INTERLOCAL COOPERATION AGREEMENT is made by and among the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," the **City of Spokane Valley,** a municipal corporation of the State of Washington, having offices for the transaction of business at, 11707 East Sprague Avenue, Suite 106, Spokane Valley, Washington 99206, hereinafter referred to as "SPOKANE VALLEY," **City of Medical Lake,** a municipal corporation of the State of Washington, having offices for the transaction of business at 124 S. Lefevre, P.O. Box 369, Medical Lake, Washington 99022, hereinafter referred to as "MEDICAL LAKE," the **Town of Millwood,** a municipal corporation of the State of Washington, having offices for the transaction of business at 9103 East Frederick, Millwood, Washington 99206, hereinafter referred to "MILLWOOD," the **Town of Fairfield,** a municipal corporation of the State of Washington, having offices for the transaction of business at Town Hall, P.O. Box 334, Fairfield, Washington 99012, hereinafter referred to as "FAIRFIELD," the **Town of Latah** a municipal corporation of the State of Washington, having offices for the transaction of business at P.O. Box 130, Latah, Washington 99018, hereinafter referred to as "LATAH," the **City of Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at City Hall, 22710 East Country Vista Drive, Liberty Lake, Washington 99019, hereinafter referred to as "LIBERTY LAKE," the **Town of Rockford,** a municipal corporation of the State of Washington, having offices for the transaction of business at Town Hall, 20 West Emma, P.O. Box 49, Rockford, Washington 99030, hereinafter referred to as "ROCKFORD," the **Town of Spangle**, a municipal corporation of the State of Washington, having offices for the transaction of business at P.O. Box 147, Spangle, Washington 99031, hereinafter referred to as "SPANGLE," the **City of Cheney**, a municipal corporation of the State of Washington, having offices for the transaction of business at General Office, 609 Second, Cheney, Washington 99004, hereinafter referred to as "CHENEY," the **City of Airway Heights**, a municipal corporation of the State of Washington, having offices for the transaction of business at City Hall, 1208 South Lundstrom, P.O. Box 969, Airway Heights, Washington 99001, hereinafter referred to as "AIRWAY HEIGHTS," the **City of Deer Park**, a municipal corporation of the

State of Washington, having offices for the transaction of business at City Hall, 316 Crawford, Box F, Deer Park, Washington 99006, hereinafter referred to as "DEER PARK," the **Town of Waverly**, a municipal corporation of the State of Washington, having offices for the transaction of business at 255 North Commercial, P.O. Box 37, Waverly, Washington 99039, hereinafter referred to as "WAVERLY," and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," jointly hereinafter referred to as the "PARTIES" or individually referred to as a "PARTY".

WITNESSETH:

WHEREAS, pursuant to chapter 39.34 RCW, local governments may jointly exercise their powers, privileges and authorities through the execution of Interlocal Cooperation Agreements in order to make the most efficient use of their powers by enabling them to cooperate with other localities on a 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 geographical, economic, population, or other factors influencing the needs and development of local community; and

WHEREAS, pursuant to RCW 38.52.070, two or more political subdivisions may join in the establishment and operation of a local organization for emergency management services. The City of Spokane, City of Spokane Valley, City of Medical Lake, Town of Millwood, Town of Fairfield, Town of Latah, City of Liberty Lake, Town of Rockford, Town of Spangle, City of Cheney, City of Airway Heights, City of Deer Park, Town of Waverly, and Spokane County are authorized and directed to establish local organizations for emergency management; and

WHEREAS, the PARTIES entered into an agreement in 2005 entitled "Amended and Reinstated Interlocal Agreement for Emergency Management Services" under which they reduced to writing their respective obligations concerning the maintenance of the Department of Emergency Management ("DEPARTMENT'). The PARTIES now desire to modify and restate that agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and as authorized under chapter 39.34 RCW and chapter 38.52 RCW, the City of Spokane City Council, City of Spokane Valley City Council, City of Medical Lake City Council, Town of Millwood Town Council, Town of Fairfield Town Council, Town of Latah Town Council, City of Liberty Lake City Council, Town of Rockford Town Council, Town of Spangle Town Council, City of Cheney City Council, City of Airway Heights City Council, City of Deer Park City Council, Town of Waverly Town Council and the Spokane County Board of County Commissioners (BOCC) hereby agree as follows:

SECTION NO. 1: GREATER SPOKANE DEPARTMENT OF EMERGENCY MANAGEMENT

The Spokane Department of Emergency Services, as created under the joint Resolution No. 79-0873, will hereby be the "Greater Spokane Department of Emergency Management" to be

known as and referred to as Spokane Department of Emergency Management, "DEPARTMENT"

SECTION NO. 2: COMMITMENT

The PARTIES agree to be fully committed to the Emergency Management Program and provide the resources necessary for the DEPARTMENT to carry out the Emergency Management Mission. The PARTIES agree that they are each responsible for individual department emergency preparedness. The PARTIES agree to participate in collaboration, dialog, planning, and exercises with the DEPARTMENT to assure readiness in event of disaster or major emergency. This statement of commitment flows from the PARTIES down to the individual employees for the safety of life, property, and the environment of Spokane County.

SECTION NO. 3: TERM

The term of this Interlocal Agreement shall commence as of the last date executed by the PARTIES hereto and shall continue until terminated as provided for hereinafter.

SECTION NO. 4: PURPOSE

It is the purpose of this Agreement to continue the combined efforts originally developed in documents executed under Joint Resolution No.79-0873, Joint Resolution No. 96-0991, and as amended in Resolution No. 04-0689, and Resolution No. 05-0781, in order to establish and operate, pursuant to RCW 38.52.070, a local organization for emergency management in accordance with the Washington State Comprehensive Emergency Plan and Program. This Agreement is to provide for the effective and economical preparation for and coordination of emergency functions, other than functions for which military forces are primarily responsible, and to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from emergency disasters caused by all hazards, whether natural or man-made, and to provide the opportunity for coordination and support of search and rescue operations.

SECTION NO. 5: DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT

The DEPARTMENT shall office at the Spokane Fire Training Center, 1618 N. Rebecca Street, Spokane, Washington 99217, until the PARTIES, by mutual agreement, decide upon a new location.

The DEPARTMENT, in addition to having those duties as enumerated in RCW 38.52.070, shall also have the following responsibilities:

(a) Facilitate a coordinated planning process integrating emergency management plans to include: federal, state, local governments, individual city and county departments, neighborhood, individual citizens, schools and the private sector;

(b) Conduct a comprehensive internal assessment and evaluation of emergency plans, equipment and personnel proficiency through a program of regular exercises;

(c) Acquire and maintain emergency management facilities and equipment;

(d) Facilitate programs that enable people, governments, communities and the private sector to minimize and recover from immediate and long term impacts of disasters;

(e) Facilitate the identification, development, implementation and evaluation of mitigation strategies and activities to reduce vulnerability to the effects of disasters;

(f) Provide timely and accurate Emergency Management information to the PARTIES;

(g) Participate as requested with the Spokane County Emergency Communications Policy Board to assist the public in Spokane County to easily, rapidly, and accurately access emergency police, fire, and medical assistance during time of a disaster;

(h) Effectively and efficiently train DEPARTMENT staff to coordinate emergency management resources, programs, functions and systems;

(i) Propose coordinated legislation, ordinances, and local laws to improve the safety of people, governments and the private sector;

(j) Coordinate a cooperative effort of federal, state, and local governments, neighborhoods, schools, individual citizens, individual city and county departments and private sector to educate the public in emergency and disaster preparedness;

(k) Coordinate facilities and resources to assist federal, state, and local governments to effectively and efficiently respond to emergencies and disasters;

(l) Work in cooperation with federal, state, and local governments, and the private sector to realize, develop and maintain a network of survivable emergency telecommunications and warning systems;

(m) Facilitate a partnership of federal, state, and local governments and the private sector that provides "All Hazards" emergency management training for emergency coordination and management level personnel;

(n) Participate in various group meetings for situational awareness and dissemination of overall emergency management system efforts;

(o) Establish, train and maintain a volunteer cadre that can be mobilized in case of search and rescue missions, emergencies and/or disasters;

(p) Prepare, monitor, administer and evaluate the DEPARTMENT'S annual budget;

(q) Participate in and attend related emergency management conferences, seminars, training and education; and

(r) Coordinate the receipt, distribution and accountability of grant or other funds made available to local and regional agencies through the DEPARTMENT.

SECTION NO. 6: PROPERTY AND EQUIPMENT

All equipment owned or subsequently purchased by the DEPARTMENT shall be owned by the DEPARTMENT and shall be disposed of upon termination of the DEPARTMENT as the PARTIES may mutually agree.

SECTION NO. 7: EMERGENCY MANAGEMENT POLICY BOARD (EMPB)

There shall be an Emergency Management Policy Board ("EMPB") established. The EMPB'S function shall be to provide Emergency Management policy guidance, budget review and approval recommendation based on the goals, objectives and expense prioritization developed by the Emergency Management Operations Group ("EMOG") as it relates to the DEPARTMENT in support of the overall Spokane emergency management system. The EMPB shall be composed of financial stakeholders. The EMPB shall be made up of the following and where appropriate, appointed by their respective appropriate elected officials: Two representatives from the City of Spokane, one representative from each city/town with a population of greater than 10,000, Spokane County Chief Executive Officer, and cities/towns with a populations over 1,000 and less than 10,000 shall appoint one representative which shall be selected by the mayors of those cities and towns. One representative of the Emergency Management Operations Group and the Local Director of the DEPARTMENT will serve as non-voting members of the EMPB.

A majority of EMPB members will constitute a quorum. EMPB will assist, advise and collaborate with the Local Director and Deputy Director of the DEPARTMENT in the development of service levels, resulting budget, emergency plans and training. EMPG Shall meet, at minimum, bi-annually (June and October) and the Local Director shall serve as chair.

SECTION NO. 8: EMERGENCY MANAGEMENT OPERATIONS GROUP

There shall be established an Emergency Management Operations Group (EMOG).

The primary responsibility of the EMOG is to identify and foster a collaborative approach to identify and support a community-wide emergency management system, identify strengths, weaknesses and gaps and develop goals and objectives and prioritized strategies. The EMOG will address mitigation, preparedness, response and recovery across all aspects of the Emergency Management System. The EMOG, through insight from their respective disciplines and work groups, will establish goals and priorities for the Emergency Management System and establish sub-committees (Teams) i.e.; training and exercise, and planning, as needed. The established recommendations and priorities will be brought forth to the EMPB for DEPARTMENT financial consideration and jurisdictional/departmental support.

The EMOG shall be comprised of representatives appointed by letter from their respective disciplines: Two representatives from emergency management, two representatives from law enforcement, two representatives from fire service, one representative from public health, a representative from public works will be solicited by the EMOG and a representative from the private sector, solicited from the Business Continuity Advisory Group through Greater Spokane Incorporated. Non-voting representatives may be added to the EMOG at the discretion of the EMOG.

In the event of an activation of the Emergency Coordination Center, the respective public agency members or their designated alternates will respond as requested and fulfill the responsibility as a member of the Multi Agency Coordination Group (MAC) for prioritization and allocation of critical resources to support incident needs and provide for the continuity of operations for continued public services. Additional MAC group members may be solicited at the discretion of the Chair of the MAC Group based on event needs.

The EMOG shall meet at least quarterly. Additional meeting can be called for by any representative of the EMOG through the Chair. The Local Director shall serve as Chair of the EMOG.

SECTION NO. 9: FUNDING

The Local Director or Deputy Director shall annually prepare a budget for operation of the DEPARTMENT. The annual budget shall be submitted to the EMPB for review approval and submitted to the BOCC for final adoption.

The budget shall include all costs of maintenance and operation of its offices at 1618 N. Rebecca Street and 1121 W. Gardner Avenue, Spokane, Washington plus Countywide and Sheriff Departmental indirect costs from the Law Enforcement Cost Allocation Plan. The annual budget once approved by the EMPB and adopted by the BOCC shall be allocated among the PARTIES in the same proportionate share as their populations are to the total population of Spokane County. For the purpose of calculating populations, the COUNTY shall have that population assigned to the unincorporated area of Spokane County. Provided, however, the COUNTY agrees to pay the budget allocation assigned to all cities and towns that are a part of this Interlocal Agreement and have populations of less than 1,000. The PARTIES agree to use the population figures as prepared and published by the Washington State Office of Financial Management as of April 1st of the calendar year prior to the budget year. The COUNTY agrees

to prepare and provide to all PARTIES on or before October 31st a projected budget and cost sharing for the DEPARTMENT for the following year. Additionally, the COUNTY agrees to prepare and provide to all PARTIES on or before December 1st a final budget and cost sharing for the DEPARTMENT for the following year for each year this Agreement is in effect, Attachment A provides a contract calculation sample based on the 2012 budget.

The Spokane County Chief Executive Officer will submit quarterly invoices (due and payable upon receipt) in March, June, September and December each year to the PARTIES with populations greater than or equal to 1,000. With the exception of the City of Spokane Valley which will be billed monthly.

At the end of each calendar year, using the population methodology and actual DEPARTMENT costs plus Countywide and Sheriff Department indirect costs from the Law Enforcement Cost Allocation Plan, the County will re-compute each PARTY'S actual cost share. Annual adjustments will be made on or before October 31st of each year based on actual expenditures for the previous year. In the event that the PARTIES were over billed during the previous calendar year, they will receive a credit to be applied to the next billing statement. Indirect costs charged by the County included as a result of this Agreement will be detailed to the EMPB on an annual basis. Upon review of indirect costs and/or settle and adjust jurisdictional costs may be disputed by a PARTY. In the event there is disputed charges and/or settle and adjust, the amount billed/paid will be paid until such time the dispute is resolved. In the event that a PARTY is no longer a signatory to this Agreement, it will be reimbursed. In the event that the PARTIES were under billed during the previous calendar year, they will be responsible for paying such debit in the next billing cycle. In the event that a PARTY is no longer a signatory to this Agreement, it will be responsible for paying any billing within 30 calendar days. At its sole discretion, any PARTY who financially pays a portion of the annual DEPARTMENT budget in the case of over billing, or in the sole discretion of the COUNTY, in the case of an under billing, the PARTY may request interest on such amount based on the lost interest earnings had the under billing amount been invested since the end of the calendar year to the date of determination in the Spokane County Treasurer's Investment Pool or the over billing amount been invested since the end of the calendar year to the date of determination in the Washington Cities Investment Pool.

SECTION NO. 10: INDEMNIFICATION

The PARTIES agree that the DEPARTMENT, all of its employees, to include the Local Director and Deputy Director, shall be provided liability Insurance coverage through the COUNTY'S Joint Liability Insurance Policy with the Washington Counties Risk Pool for errors, omissions and sole negligence and workers compensation coverage through the COUNTY'S Self-insured Workers Compensation

Each PARTY further agree that the COUNTY shall be responsible for any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission attributed to the DEPARTMENT, its employees or agents in connection with this Agreement.

Each PARTY shall be responsible for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold the other PARTIES harmless from any such liability. In the case of negligence of more than one PARTY, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each PARTY and each PARTY shall have the right to seek contribution from the other PARTIES in proportion to the percentage of negligence attributable to the other PARTIES.

SECTION NO. 11: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the terminology "COUNTY" shall also include the Sheriff. The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the other PARITES and are interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the Sheriff. Any and all employees who provide services to the PARTIES under this Agreement shall be deemed employees solely of the Sheriff. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any PARTY shall be deemed to be an employee, agent, servant or representative of the Sheriff or COUNTY for any purpose.

SECTION NO. 12: INITIATIVES AND LOCAL BUDGET REDUCTIONS

The PARTIES recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e. loss of sales tax) and/or local government mandates may substantially reduce local operating revenue for all of the PARTIES. The PARTIES agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of State-wide revenue-reducing initiative(s) and/or local revenue reductions and/or local government mandates. If such an event occurs, the PARTIES agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each PARTY that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 14: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 15: THE LOCAL DIRECTOR OF EMERGENCY MANAGEMENT

The Spokane County Sheriff is hereby appointed as the Spokane Local Director of Emergency Management. The Local Director shall be responsible for:

(a) The overall DEPARTMENT program and its responsibilities contained within this Agreement and those defined within RCW 38.52 for local programs;

(b) Serve as Chair of the EMPB and EMOG; and

(c) In the event of a declared disaster, the Local Director shall be empowered to:

1. Coordinate matters reasonably related to the protection of life and property as affected by such disaster
2. Obtain vital supplies, equipment and such other properties found to be lacking and needed for the protection of the life and property of the people, and bind the participating members thereof and if required immediately, to commandeer the same for public use,
3. Execute the special powers conferred upon him/her by this Agreement and
4. Request necessary personnel or material of the PARTIES to this Agreement, and

(d) Under this Agreement, the Local Director may identify the Deputy Director as a designee in his/her absence. The designee is empowered to have the same authorities and responsibilities as the Local Director.

(e) Coordinate and facilitate cooperation between divisions, services and staff of this Agreement and resolve questions of authority and responsibility that may arise between them,

(f) Represent the DEPARTMENT in all dealings with public or private agencies pertaining to emergency management and disasters,

(g) Keep and maintain an inventory of all non-perishable and non-expendable goods, supplies and equipment of the DEPARTMENT or in its custody, including excess federal property on loan to the DEPARTMENT, with said inventory to specify the location of each item listed,

(h) Coordinate and facilitate a training and exercise program

(i) Prepare, manage, and present the DEPARTMENTS budget before the EMPB,

(j) Oversee the compliance of the Homeland Security Grant program and ensure compliance with federal, state, and local rules and regulations,

(k) When appropriate circumstances arise, recommend a declaration of the existence or threatened existence of an emergency or disaster and the termination thereof,

(l) Forward any disaster declaration to the Washington State Emergency Management Division for (i) consideration of a State of Washington

proclamation that identifies any of the PARTIES, and (ii) Federal Disaster Declaration (Stafford Act).

(m) Direct coordination and cooperation between the PARTIES in planning, training, and exercises, and

(n) Recommend to the PARTIES emergency regulations or ordinances on matters related to the protection of life and property as affected by emergencies or disasters.

SECTION NO. 16: DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT

The Deputy Director of the Spokane Department of Emergency Management, a non commissioned officer, shall be subordinate to the Local Director. Subject to the direction of the Local Director, The Deputy Director shall not possess any authorities of that of a commissioned officer and is hereby empowered and directed:

(a) To act on behalf of the Local Director on a day-to-day basis under the direction of the Local Director or in his/her absence in all Emergency Management functions and responsibilities;

(b) To prepare a comprehensive emergency management plan conforming to the Washington State Comprehensive Emergency Management Plan program and programs;

(c) To coordinate the efforts of the DEPARTMENT in accomplishing the purposes of this Agreement;

(d) To train and exercise the Emergency Coordination Center ("ECC") personnel;

(e) To prepare, manage, and present the DEPARTMENT budget before the EMPB.

(f) Oversee the Homeland Security Grant program in ensuring compliance to federal and state rules and regulations.

SECTION NO. 17: AGREEMENT OF PARTIES TO PARTICPATE

The PARTIES of this Agreement shall participate and respond as necessary in the activation of the Spokane Emergency Coordination Center ("ECC") and in accordance with the Comprehensive Emergency Management Plan and the ECC Plan. PARTIES further agree to participate in planning, training, exercises, and cooperate to meet the needs of the intent of this Agreement.

SECTION NO. 18: TERMINATION

Each PARTY may terminate its participation in this Agreement upon 180 days written notice to the Local Director prior to January 1st of any year. The effective date of the termination will be December 31st.

Federal or state-owned properties shall be disbursed in accordance with appropriate federal or state guidelines. Items loaned to the DEPARTMENT by a PARTY shall upon request be returned to that PARTY upon that PARTY'S withdrawal from this Agreement or upon this Agreement's cancellation.

SECTION NO. 19: SEVERABILITY

It is understood and agreed by the PARTIES hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the PARTIES shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision that may conflict therewith shall be deemed modified to conform to such statutory provision.

SECTION NO. 20: ENTIRE AGREEMENT

The PARTIES agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This Interlocal Agreement shall supersede all prior resolutions and agreements executed by the PARTIES hereto with regard to emergency management.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: MUTUAL AID AGREEMENTS

Nothing in this Agreement shall limit the authority, responsibility or duties of any PARTY arising out of any mutual aid agreement or other agreements with other governmental entities.

SECTION NO. 23: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit any PARTY'S authority or powers under law.

SECTION NO. 25: AGREEMENT TO BE FILED

The COUNTY will be responsible for filing this Agreement with the County Auditor. Each PARTY shall file this Agreement with its respective Clerk or post the same on its website as may be allowed by state law.

SECTION NO. 26: RECORDS

The DEPARTMENT shall maintain in accordance with state law all records related to its expenditures and responsibilities under the terms of this Agreement. Each PARTY shall have access to such records at reasonable times.

SECTION NO. 27: NOTICES

All notices shall be in writing and served either personally or by certified mail, return receipt requested to the PARTIES at the addresses set forth herein above. Notices sent by certified mail shall be deemed served when deposited in the United Stated Mail, postage prepaid.

SECTION NO. 28: MODIFICATION

This Agreement may be modified at any time by mutual agreement of the PARTIES.

SECTION NO. 29: CHAPTER 39.34 RCW REQUIRED CLAUSES

(a) Purpose. See Section No. 4 above.

(b) Duration. See Section No. 3 above.

(c) Organization of Separate Entity and Its Powers. See Section No. 1 above.

(d) Responsibilities of the PARTIES. See provisions above.

(e) Agreement to be Filed. See Section No. 25 above.

(f) Financing. The COUNTY shall annually inform the PARTIES by October 31st of its projected costs for the next fiscal year as a part of the regular budgetary process. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

(g) Termination. See Section No. 18 above.

(h) Property upon Termination. See Sections No. 6 and 18 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the Agreement.

DATED: July 17, 2012

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

TODD MIELKE, Chair

ATTEST:

MARK RICHARD, Vice-Chair

Daniela Erickson, Clerk of the Board
12-0560

AL FRENCH, Commissioner

Attachment "A"

Greater Spokane
Department of Emergency Management
2012 Contract Sample

Salary and Benefits	323,884.00
M/O	53,725.00
Indirect Costs*	47,185.72
Total Operating Cost	424,794.72

	Population	% Population per City	Annual Cost per Entity
Spokane	209,100	0.4424	187,929
Unincorporated	136,713	0.2892	122,871
Spokane Valley	90,110	0.1906	80,986
Cheney	10,790	0.0228	9,698
Liberty Lake	7,705	0.0163	6,925
Airway Heights	6,220	0.0132	5,590
Medical Lake	4,910	0.0104	4,413
Deer Park	3,675	0.0078	3,303
Millwood	1,785	0.0038	1,604
Fairfield	595	0.0013	535
Rockford	470	0.0010	422
Spangle	280	0.0006	252
Latah	195	0.0004	175
Waverly	102	0.0002	92
Total County Pop	472,650	1.0000	424,795

* Indirect Rate from LECAP - 2010 Actuals for 2012

Population based on Washington State OFM Forecast April 2011. http://www.ofm.wa.gov

Indirect Rate (applied to total expenditures):
Estimate 12.50%

IN THE MATTER OF EXECUTING AN AMENDED INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT

Signature Page
2012 Resolution No. 12-0560

IN WITNESS WHEREOF, the PARTIES have caused this Amended Inter local Agreement to be executed on date and year opposite their respective signatures.

NOTE: There will be a separate signature page for each entity signing the agreement.

DATED: Oct. 10, 2012 **CITY OF MILLWOOD**

By: Daniel N. Mark

Attest: Thomas G. Buchanan Its: MAYOR
City Clerk (Title)

Approved as to form:

By: _____
City Attorney