

10/03/12
208



Agenda Sheet for City Council Meeting of:
10/01/2012

Date Rec'd	9/19/2012
Clerk's File #	OPR 2012-0762
Renews #	
Cross Ref #	OPR 1996-0793
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BOBBY 7001 WILLIAMS
Contact E-Mail	BWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL DEPT. OF EMERGENCY MANAGEMENT SVCS

Agenda Wording

Interlocal agreement with Spokane County and other cities and towns regarding Spokane County Department of Emergency Management.

Summary (Background)

The cities and towns in Spokane County establish and fund the Spokane County Department of Emergency Management in accordance with the Washington State Comprehensive Emergency Plan and Program. The interlocal was last updated in 2005.

Fiscal Impact

Budget Account

Expense	\$ 187,929.00/yr.	#	0020-88200-25600-55119
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

Council Notifications

Dept Head	SCHAEFFER, BRIAN	Study Session	
Division Director	SCHAEFFER, BRIAN	Other	PSC 09/17/12
Finance		Distribution List	
Legal	BURNS, BARBARA		DErickson@spokanecounty.org
For the Mayor	FEIST, MARLENE		TMattern@spokanecounty.org
Additional Approvals			bwilliams@spokanecity.org
Purchasing			mlesesne@spokanecity.org
			lbyrant@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL ON

October 1, 2012
Lein J. Feist
SPOKANE CITY CLERK

REVISED (Re-numbered)
Consent Agenda Item No. 2

September 19, 2012

NOTE TO CITY CLERK FILE:

2012-0762 ⁷⁰⁰ 10/2/12
RE: OPR 1996-0793 – Amended and Restated Interlocal Agreement among the City,
Spokane County, and other cities and towns regarding Spokane County
Department of Emergency Management

A fully executed copy of the Amended and Restated Interlocal Agreement that was approved by City Council on April 23, 2012, was never returned by the County to the City Clerk's Office.

On September 19, 2012, Assistant Fire Chief Brian Schaeffer advised that, due to additional changes requested by other parties to the agreement, the April 23, 2012, is being replaced by an updated version of the Interlocal Agreement. Therefore, the agreement approved by City Council on April 23, 2012, will not be fully executed and is being placed in the City Clerk's files as not fully executed. The updated version of the Interlocal agreement is scheduled to go before City Council for consideration on October 1, 2012.

Terri Pfister
City Clerk

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 cities 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.



Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner

ATTEST:
Daniela Erickson
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 PARTIES 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 States 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



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board
12-0560

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner

Dated: 10.03.2012

CITY OF SPOKANE

By: *David A. Condon*
Mayor

Attest:

Approved as to form:

Christine Gault
City Clerk

B. Brundage
Assistant City Attorney *BB*



Attachment "A"

**Greater Spokane
Department of Emergency Management
2012 Contract Sample**

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

	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%

RECEIVED

AgSht08-11-2004



AGENDA SHEET FOR COUNCIL MEETING OF: September 12, 2005

SEP 01 2005

Submitting Dept.
Fire Department

Contact Person
Bobby Williams

Phone No. CITY CLERK'S OFFICE
625-7001 SPOKANE, WA

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 1996-0793

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____
- o Public Safety 8/15/05
- o Public Works _____

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

Amended and Restated Interlocal Agreement for Emergency Management Services.

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane and Spokane County entered into a joint resolution in June of 1979, establishing a joint Spokane City/County Department of Emergency Management Services. On October 22, 1996, the City and County entered into an interlocal cooperation agreement to continue the joint City/County Department of Emergency Management. (OPR 96-793) The agreement has been previously amended to include the cities of Spokane Valley, Medical Lake, Liberty Lake, Cheney, Airway Heights and Deer Park, and the towns of Millwood, Fairfield, Latah, Rockford, Spangle and Waverly. The parties entered into an Amended Interlocal Agreement for Emergency Management Services in 2004 in which they reduced to writing their respective obligations concerning the maintenance of the Department of Emergency Services. (OPR 96-0793). The Agreement is further amended and restated to set forth additional details of the maintenance of the department including allocation of funding of the Department based on each jurisdictions' population and makeup of the Emergency Management Advisory Council

RECOMMENDATION:

Fiscal Impact: o N/A	Budget Account: o N/A
o Expenditure: \$ 156,093	#0020-88200-25600-55119
o Revenue: \$	#
o Budget Neutral	

ATTACHMENTS: Include in Packets: AGREEMENT
On file for Review in Office of City Clerk:

SIGNATURES:

Bobby Williams
Department Head

[Signature]
Division Director

Finance

[Signature]
Legal

[Signature]
Deputy Mayor for Mayor

[Signature]
Council President

DISTRIBUTION:

- Bobby Williams, Fire Chief
- Tom Mattern, Dept. of Emergency Management
- Mike Piccolo, Legal Dept.

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
September 12, 2005
[Signature]
CITY CLERK

NO. 5 0781

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

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

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

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 services in accordance with the Washington State Comprehensive Emergency Management Plan and Program; and

WHEREAS, the entities, referenced in the immediately preceding recital as (the "PARTIES"), entered into an agreement entitled "2004 Amended Interlocal Agreement for Emergency Management Services" under which they reduced to writing their respective obligations concerning the maintenance of the Department of Emergency Services ("DEPARTMENT"). The PARTIES now desire to modify and restate that agreement.

NOW, THEREFORE, BE IT 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, "AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES", 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,

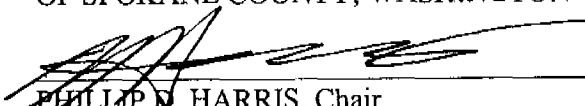
Town of Waverly and the Spokane County will reduce to writing their respective financial responsibility for operating the Emergency Management Department for calendar year 2005.

PASSED AND ADOPTED this 14th day of September, 2005.



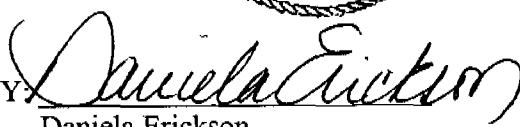
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:


PHILLIP D. HARRIS, Chair


TODD MIELKE, Vice-Chair

BY:


Daniela Erickson
Clerk of the Board


MARK RICHARD, Commissioner

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

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR EMERGENCY MANAGEMENT SERVICES**

5 0781

THIS AMENDED AND RESTATED 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 the Redwood Plaza, 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."

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 services in accordance with the Washington State Comprehensive Emergency Management Plan and Program; and

WHEREAS, the PARTIES entered into an agreement entitled "2004 Amended Interlocal Agreement for Emergency Management Services" under which they reduced to writing their respective obligations concerning the maintenance of the Department of Emergency Services ("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 hereby agree as follows:

SECTION NO. 1: SPOKANE CITY/COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

The Spokane City/County Department of Emergency Services, as created under the joint Resolution No. 79-0873, shall be hereby known as the "Spokane City/County Department of Emergency Management," hereinafter referred to as "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 ensure that department heads 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.

SECTION NO. 3: TERM

The term of this Amended and Restated 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 Amended and Restated Interlocal Agreement to continue the combined efforts of CITY and COUNTY as originally developed in documents executed under Joint Resolution No.79-0873, Joint Resolution No. 96-0991, and as amended in Resolution No. 04-0689, 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 Amended and Restated Interlocal 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. 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, 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) Administer and 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;
- (g) Participate with the 9-1-1 Operations Committee 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) Facilitate and participate in various group meetings, such as: Search and Rescue Council, Spokane Disaster Committee, Local Emergency Planning Committee, Amateur Radio Emergency Service (A.R.E.S.)/Radio Amateur Civil Emergency Service (R.A.C.E.S.), Inland Empire Fire Chiefs Association, Inland Northwest Law Enforcement Leadership Group, Business & Industry Committee, Spokane County EMS Council, Spokane County Hospital Disaster Committee, City and County Department Heads and other groups;
- (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) Schedule, coordinate and conduct training in Emergency Management for educating government, private sector and individuals.
- (s) Coordinate the receipt, distribution and accountability of grant or other funds made available to local and regional agencies through DEM.

SECTION NO. 6: PROPERTY AND EQUIPMENT

All existing equipment and supplies previously used by the Emergency Services Departments of both CITY and COUNTY shall be combined and consolidated for the continued maintenance and use by the DEPARTMENT. All equipment so consolidated shall remain the equipment of the individual entity supplying the same to the consolidation.

All equipment required by the DEPARTMENT, other than that obtained from consolidation, shall be held in the name of the DEPARTMENT and shall be disposed of upon termination of the DEPARTMENT as the PARTIES may mutually agree.

SECTION NO. 7: EMERGENCY MANAGEMENT ADVISORY COUNCIL (EMAC)

An Emergency Management Advisory Council ("EMAC") is hereby created. EMAC'S function shall be to provide vision and make recommendations to the DEPARTMENT. EMAC shall be composed of the following and where appropriate, appointed by their respective appropriate elected officials: Two representatives from the City of Spokane, one representative from the City of Spokane Valley, one representative from the City of Cheney, one representative from Spokane County, one representative selected to represent cities with a population less than 10,000, a representative from the Inland Empire Fire Chiefs Association, and a representative from the Inland Northwest Law Enforcement Leadership Group. Any city, whose population shall exceed 10,000 and not identified above shall also have a representative on the EMAC appointed through their mayor's office. The Director and Deputy Director of the DEPARTMENT shall be ex-officio, non-voting members.

A majority of EMAC members will constitute a quorum. EMAC 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.

EMAC shall meet on a quarterly basis, unless deemed unnecessary by the Chair. The Local Director shall serve as chair.

SECTION NO. 8: FUNDING

The Local Director or Deputy Director shall annually prepare a budget for operation of the Spokane City/County Department of Emergency Management ("DEM"). The annual budget shall be submitted to the EMAC for review and approval. The annual budget shall then be submitted to the Board of County Commissioners for Spokane County for its adoption.

The budget shall include all costs of maintenance and operation of its offices at 1618 N. Rebecca and 1121 W. Gardner, Spokane, Washington. The annual budget once approved by the EMAC 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 that are a part of this Amended and Restated 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 January 1st of each calendar year to allocate the budget for that year attached hereto as Exhibit "A" and incorporated herein by reference is an annual budget for calendar year 2005. The COUNTY agrees to prepare and provide to all PARTIES on or before October 1st for each year this Amended and Restated Agreement is in effect a new Exhibit "A" for the following calendar year.

The Spokane County Chief Executive Officer will submit annual invoices (due and payable upon receipt) in October of every year to the PARTIES with populations greater than or equal to 1,000 and less than 10,000. Monthly invoices (due and payable on the fifth day of the following

month) will be submitted to the PARTIES with populations greater than or equal to 10,000 and less than 150,000. Quarterly invoices (due and payable upon receipt) will be submitted to the PARTIES with populations greater than or equal to 150,000.

At the end of each calendar year, using the methodology set forth in Exhibit "A" and actual expenditures, the County will then recomputed each PARTIES actual costs. Annual adjustments will be made on or before March 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 monthly billing. In the event that they are no longer signatories to this Amended Interlocal Agreement, they will be paid by check. 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 monthly billing. In the event that they are no longer signatories to this Agreement, they will be responsible for paying any billing within thirty (30) calendar days. At their sole discretion, any Party who financially pays a portion of the annual DEM 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. 9: INDEMNIFICATION

The PARTIES agree that the DEPARTMENT, all of its employees, to include the Local Director and Deputy Director, shall be included under the COUNTY'S self-insured insurance coverage for general liability and worker compensation.

The PARTIES 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 the Amended Interlocal 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 Party 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 Party in proportion to the percentage of negligence attributable to the other Party.

SECTION NO. 10: SPOKANE DISASTER COMMITTEE

There shall be a Spokane Disaster Committee. The Spokane Disaster Committee shall consist of representatives from law enforcement, fire service, hospitals, local government, emergency medical services, the military, the DEPARTMENT, as well as other individuals from the public and private sectors. The purpose of the Spokane Disaster Committee shall be to assist the

DEPARTMENT in mitigation, preparation, planning, response and recovery from disasters or major emergencies. The Committee shall meet on a monthly basis, unless deemed unnecessary by the Chair. The Committee shall elect its own chair, vice-chair, etc. The Committee shall establish its own by-laws.

SECTION NO. 11: LOCAL EMERGENCY PLANNING COMMITTEE

There shall be a Spokane Local Emergency Planning Committee ("LEPC"). The LEPC shall be established and conform to the Federal, State, and Local laws. The LEPC shall assist the DEPARTMENT in its compliance to all pertinent laws pertaining to Hazardous Materials.

SECTION NO. 12: 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 Emergency Management program;
- (b) Serve as Chair of the EMAC; and
- (c) Empowered to declare a disaster or state of emergency in consultation with affected jurisdictional elected official(s).

SECTION NO. 13: DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT

The Deputy Director of the Spokane City/County Department of Emergency Management shall be responsible to the Local Director. Subject to the direction of the Local Director, the Deputy Director is hereby empowered and directed:

- (a) To act on behalf of the Local Director in his absence in all Emergency Management functions and responsibilities;
- (b) To prepare a comprehensive emergency management plan conforming to the state comprehensive emergency management plan program and programs;
- (c) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this Agreement;
- (d) To coordinate and facilitate cooperation between divisions, services and staff of the joint emergency management services jurisdictions, and to resolve questions of authority and responsibility that may arise between them;

- (e) To represent the Spokane City/County Department of Emergency Management organization in all dealings with public or private agencies pertaining to emergency management and disasters;
- (f) To keep and maintain an inventory of all non-perishable and non-expendable goods, supplies and equipment of the DEPARTMENT or in its custody, including federal excess property on loan to the DEPARTMENT, with said inventory to specify the location of each item listed thereon; and
- (g) To equip, maintain, and train Emergency Operations Center ("EOC") personnel and to act as manager of said EOC upon activation for disaster or exercise.

SECTION NO. 14: TERMINATION

Each Party may terminate its participation in the Interlocal Cooperation Agreement upon one hundred eighty (180) days written notice to the Director of the DEPARTMENT 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 participating member shall upon request be returned to that member upon that member's withdrawal from this Agreement or upon this Agreement's cancellation.

All properties owned by the DEPARTMENT will remain with the DEPARTMENT and shall not be subject to disbursement.

SECTION NO. 15: SEVERABILITY

It is understood and agreed by the PARTIES hereto that if any part, term or provision of this Amended Interlocal 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. 16: ENTIRE AGREEMENT

The PARTIES agree that this Amended and Restated Interlocal Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This Amended and Restated Interlocal Agreement shall supersede all prior

resolutions and agreements executed by the PARTIES hereto with regard to Emergency Management, including, but not necessarily limited to Spokane County Joint Resolution No. 79-0873 executed June 25, 1979, Spokane County joint Resolution No. 96-0991, and Spokane County Joint Resolution No. 04-0689 unless incorporated and made reference to herein.

SECTION NO. 17: MUTUAL AID AGREEMENTS

Nothing in this Amended and Restated Interlocal 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. 18: COUNTERPARTS

This Amended and Restated Interlocal Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

SECTION NO. 19: AGREEMENT TO BE FILED

The County will be responsible for filing this Amended and Restated Agreement with the County Auditor. Each Party shall file this Amended and Restated Agreement with its respective Clerk.

SECTION NO. 20: RECORDS

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

SECTION NO. 21: 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 States Mail, postage prepaid.

SECTION NO. 22: MODIFICATION

This Amended and Restated Interlocal Agreement may be modified at any time by mutual agreement of the PARTIES.

SECTION NO. 23: CHAPTER 39.34 RCW REQUIRED CLAUSES

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

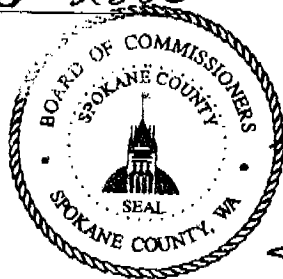
- (b) Duration. See Section No. 3 above.
- (c) Organization of Separate Entity and Its Powers. See Section No. 1 above.
- (d) Responsibilities of the PARTIES. See provisions above.
- (e) Agreement to be Filed. See Section No. 4 above.
- (f) Financing. The COUNTY shall annually inform the CITY by August 1st 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. 20 above.
- (h) Property upon Termination. See Section No. 14 above.

IN WITNESS WHEREOF, the PARTIES have caused this Amended and Restated Interlocal 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: 9-6-2005

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



[Signature]
Phillip D. Harris, Chair

ATTEST:

[Signature]
Todd Mielke, Vice-Chair

BY:

[Signature]
Daniela Erickson, Deputy
Clerk of the Board

[Signature]
Mark Richard, Commissioner

ATTACHMENT "A"

**Spokane County
Department of Emergency Management
2005 Operating Costs**

Operating Budget*	326,668
Building M/O**	40,378
Indirect Costs***	<u>35,828</u>
	402,874
Less: Revenue****	<u>61,272</u>
Total Operating Cost	<u>341,602</u>

	Population	% Population per City	Annual Cost per Entity
Spokane Valley	83,950	0.1943	66,383
Spokane	197,400	0.4569	156,093
Unincorporated	120,726	0.2795	95,464
Airway Heights	4,590	0.0106	3,630
Cheney	9,855	0.0228	7,793
Deer Park	3,045	0.0070	2,408
Fairfield	576	0.0013	455
Latah	204	0.0005	161
Liberty Lake	4,950	0.0115	3,914
Medical Lake	4,120	0.0095	3,258
Millwood	1,645	0.0038	1,301
Rockford	511	0.0012	404
Spangle	297	0.0007	235
Waverly	131	0.0003	104
Total County Pop	432,000	1.0000	341,602

Based on Washington State OFM Forecast April 1, 2004. <http://www.ofm.wa.gov/pop/april1/index.htm>

* Target 2005 budget for Department 010-0400009

**Building M/O based on OMB A-87 2003 for 2005 (escalated) and sq ft provided by Bill Hansen

*** FTEs multiplied by same indirect rate/FTE (\$8,957) used by the Sheriff's Office for their 2005 Valley Contract


**** Budgeted 2005 grant money 010-0400009

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: October 25, 2005

CITY OF CHENEY:

By: 

Attest: 
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: 
City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 9-7-05

CITY OF DEER PARK:

By: Michael D. Wolfe

Attest: Debra H. Croy
City Clerk - Acting

Its: MAYOR
(Title)

Approved as to form:

By: M. Dave Burdick
City Attorney



**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 10/4/05

TOWN OF FAIRFIELD:

By: Joe Edwards

Attest: Sue Adams
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: Brian Raja
City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 12/6/05

TOWN OF LATAH:

By: Edward L. Covelett

Attest: Kynda Brown
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: _____
City Attorney

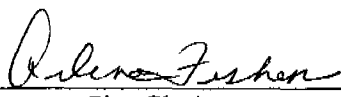
**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/6/2005

CITY OF LIBERTY LAKE:

By: 

Attest: 
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: 
City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/20/05

CITY OF MEDICAL LAKE:

By: William C. Garland

Attest: Pamela A. McBroom
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: Cynthia Z. McMullen
City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 12-5-05

TOWN OF MILLWOOD:

By: Jeanne Batson

Attest: Eva L. Colomb
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: _____
City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/21/05

TOWN OF ROCKFORD:

By: *Edward Baune*

Attest: *Darlene J. Man* Its: *Mayor*
City Clerk (Title)

Approved as to form:

By: _____
City Attorney

5-0781

RECEIVED

SEP 30 2005

COUNTY COMMISSIONERS

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: Sept. 12, 2005

TOWN OF SPANGLE:

By: Mary Cocker

Attest: India Mabe
City Clerk

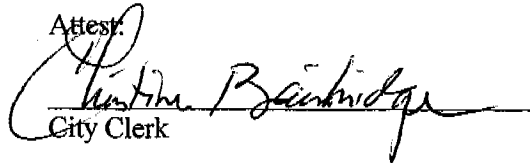
Its: Mayor
(Title)

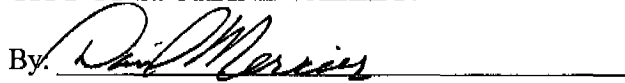
Approved as to form:

By: [Signature]
City Attorney

DATED: 9/29/05

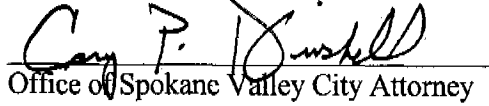
CITY OF SPOKANE VALLEY:

Attest:

City Clerk

By: 

Its: City Manager
(Title)

Approved as to form only:


Office of Spokane Valley City Attorney

**2005 Amended and Restated Interlocal Agreement
For emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended and Restated Agreement to be executed on date and year opposite their respective signatures.

DATED: 10-10-05

TOWN OF WAVERLY:

By: *William Lyford*

Attest: *Kynda Browning*
City Clerk

Its: MAYOR
(Title)

Approved as to form:

By: _____
City Attorney

IN WITNESS WHEREOF, the PARTIES have caused this Amended and Restated Interlocal 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: September 14, 2005

CITY OF SPOKANE

Attest: *Lisa [Signature]*
City Clerk

By: *[Signature]*

Its: Jack Lynch
Deputy Mayor

Approved as to form:

By: *Michael D. [Signature]*
Assistant City Attorney



AGENDA SHEET FOR COUNCIL MEETING OF: August 9, 2004

RECEIVED

JUL 29 2004



Submitting Dept.
Spokane City/County Dept. of
Emergency Management

Contact Person
Tom Mattern

Phone No. CLERK'S OFFICE
477-7606 SPOKANE, WA

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- X Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 96-0793

CR5216

STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- o Public Safety 7/19/04
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

2004 Amended Interlocal Agreement for Emergency Management Services - \$158,727.21.

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane and Spokane County entered into a joint resolution in June of 1979, establishing a joint Spokane City/County Department of Emergency Management Services. On October 22, 1996, the City and County entered into an interlocal cooperation agreement to continue the joint City/County Department of Emergency Management. (OPR 96-793) The agreement has been previously amended to include the cities of Spokane Valley, Medical Lake, Liberty Lake, Cheney, Airway Heights and Deer Park, and the towns of Millwood, Fairfield, Latah, Rockford, Spangle and Wavefly. The agreement provides for the parties to share the expense of the Department's budget proportionately based upon each entitles population percentage with the exception of the 2004 year budget where the City of Spokane and Spokane will share equally the budget allocation assigned to all cities party to the agreement and have a population of less than 10,000. Further funding for the smaller cities will be discussed by the Emergency Management Advisory Council as part of the 2005 budget preparation.

RECOMMENDATION:

Fiscal Impact:	o N/A	Budget Account:	o N/A
o Expenditure:	\$158,727.21	#0020-88200	-25600 - 55119
o Revenue:	\$	#	
o Budget Neutral			

ATTACHMENTS: Include in Packets: Interlocal Agreement

SIGNATURES:

Department Head

Mike Piccolo
Legal

Division Director

Tom Mattern
Deputy Mayor

Finance

Sam Dulan
Council President

DISTRIBUTION:

- Tom Mattern, Dept. of Emergency Management
- Bobby Williams, Fire Chief
- Roger Bragdon, Police Chief
- Mike Piccolo - Legal*

Contract Accounting

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

August 9, 2004
Terri St. John
CITY CLERK

RECEIVED

DEC 13 2004

CITY CLERK'S OFFICE
SPOKANE, WA

NO: 4 0689

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AMENDED 2004 INTERLOCAL)
AGREEMENT BETWEEN AND AMONG)
SPOKANE COUNTY AND CITY OF)
SPOKANE VALLEY, CITY OF)
MEDICAL LAKE, TOWN OF)
MILLWOOD, TOWN OF FAIFIELD,)
TOWN OF LATAH, CITY OF LIBERTY)
LAKE, TOWN OF ROCKFORD, TOWN)
OF SPANGLE, CITY OF CHENEY, CITY)
OF AIRWAY HEIGHTS, CITY OF DEER)
PARK, AND TOWN OF WAVERLY FOR)
EMERGENCY MANAGEMENT)
SERVICES)

RESOLUTION

This is to Certify this is a true and
correct copy of the original document
NO. 4-0689 on file in the County
Commissioners minutes of 8/10/2004
dated this 10th day of Dec. 2004
BY: Laurel Erickson
CLERK OF THE BOARD

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

WHEREAS, pursuant to the provisions of 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 the provisions of 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 services in accordance with the Washington State Comprehensive Emergency Management Plan and Program; and

WHEREAS, the City of Spokane and Spokane County entered into a joint Resolution on or about June 25, 1979 under Spokane County Resolution No. 79-0873, establishing a joint Spokane City/County Department of Emergency Services. Additionally, the entities on or about October 22,

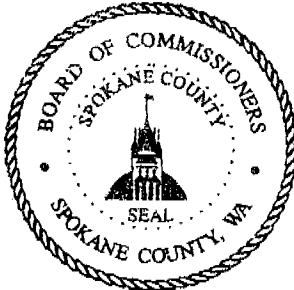
4 0689

19996 adopted Spokane County Resolution No. 96-0991, which carried out the functions for both entities as called for pursuant to chapter 38.52 RCW. The 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, and Town of Waverly are desirous of becoming a party to this joint venture; and

WHEREAS, it is the intent of 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 to combine their efforts to maintain the Department of Emergency Management by entering into an Interlocal Cooperation Agreement.

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 "2004 AMENDED INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES" 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 will combine their efforts to maintain the Department of Emergency Management by equally sharing the budget allocation assigned to all cities that are a part of the Amended Interlocal Agreement, in the same proportionate share as their populations are to the total population of Spokane County with Spokane County having the population allocation of the unincorporated area.

PASSED AND ADOPTED this 10th day of August, 2004.

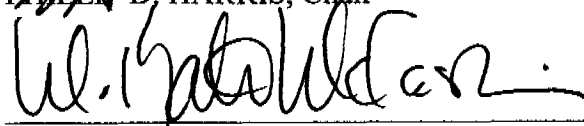


**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON**


**ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD**



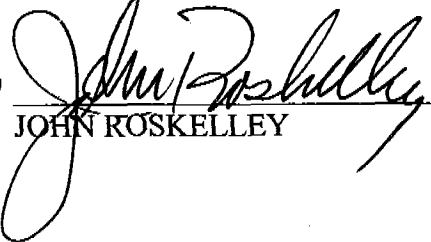
PHILIP D. HARRIS, Chair



M. KATE MCCASLIN, Vice Chair

BY: 

Daniela Erickson, Deputy



JOHN ROSKELLEY

**Return to: Daniela Erickson
Clerk of the Board
1116 West Broadway
Spokane, Washington 99260**

**2004 AMENDED INTERLOCAL AGREEMENT
FOR EMERGENCY MANAGEMENT SERVICES**

4 0689

THIS AMENDED 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 the Redwood Plaza, 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 130, 99019, 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 Fredrick, 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, 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, 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, c/o P.O. Box 370, 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, 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, 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, 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, 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, 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, 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.”

WITNESSETH:

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

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 services in accordance with the Washington State Comprehensive Emergency Management Plan and Program; and

WHEREAS, the City of Spokane and Spokane County entered into a joint Resolution on or about June 25, 1979, under Resolution No. 79-0873, establishing a joint Spokane City/County Department of Emergency Services. Additionally the entities on or about October 22, 1996 adopted Resolution No. 96-0991, which carried out the functions for both entities as called for pursuant to chapter 38.52 RCW. The 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, and Town of Waverly are desirous of becoming a party to this joint venture; and

WHEREAS, it is the intent of 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 to combine their efforts to maintain the Department of Emergency Management (“DEPARTMENT”) by entering into this Interlocal Cooperation 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 hereby agree as follows:

SECTION NO. 1: SPOKANE CITY/COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

The Spokane City/County Department of Emergency Services, as created under the joint Resolution No. 79-0873, shall be hereby known as the "Spokane City/County Department of Emergency Management," hereinafter referred to as "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 ensure that department heads 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.

SECTION NO. 3: TERM

The term of this Amended 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 Amended Interlocal Agreement to continue the combined efforts of CITY and COUNTY as originally developed in Joint Resolution No.79-0873, and Joint Resolution No. 96-0991 and to add SPOKANE VALLEY, MEDICAL LAKE, MILLWOOD, FAIRFIELD, LATAH, LIBERTY LAKE, ROCKFORD, SPANGLE, CHENEY, AIRWAY HEIGHTS, DEER PARK, and WAVERLY, to this Agreement 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 Amended Interlocal 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. 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, 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:

- (1) 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;
- (2) Conduct a comprehensive internal assessment and evaluation of emergency plans, equipment and personnel proficiency through a program of regular exercises;
- (3) Acquire and maintain Emergency Management facilities and equipment;
- (4) Administer and facilitate programs that enable people, governments, communities and the private sector to minimize and recover from immediate and long term impacts of disasters;
- (5) Facilitate the identification, development, implementation and evaluation of mitigation strategies and activities to reduce vulnerability to the effects of disasters;
- (6) Provide timely and accurate Emergency Management information;
- (7) Participate with the 9-1-1 Operations Committee to assist the public in Spokane County to easily, rapidly, and accurately access emergency police, fire, and medical assistance during time of a disaster;
- (8) Effectively and efficiently train DEPARTMENT staff to coordinate emergency management resources, programs, functions and systems;
- (9) Propose coordinated legislation, ordinances, and local laws to improve the safety of people, governments and the private sector;
- (10) 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;
- (11) Coordinate facilities and resources to assist federal, state, and local governments to effectively and efficiently respond to emergencies and disasters;
- (12) 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;

(13) 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;

(14) Facilitate and participate in various group meetings, such as: Search and Rescue Council, Spokane Disaster Committee, Local Emergency Planning Committee, Amateur Radio Emergency Service (A.R.E.S.)/Radio Amateur Civil Emergency Service (R.A.C.E.S.), Inland Empire Fire Chiefs Association, Inland Northwest Law Enforcement Leadership Group, Business & Industry Committee, Spokane County EMS Council, Spokane County Hospital Disaster Committee, City and County Department Heads and other groups;

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

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

(17) Participate in and attend related Emergency Management conferences, seminars, training and education; and

(18) Schedule, coordinate and conduct training in emergency management for educating government, private sector and individuals.

SECTION NO. 6: PROPERTY AND EQUIPMENT

All existing equipment and supplies previously used by the Emergency Services Departments of both CITY and COUNTY shall be combined and consolidated for the continued maintenance and use by the DEPARTMENT. All equipment so consolidated shall remain the equipment of the individual entity supplying the same to the consolidation.

All equipment required by the DEPARTMENT, other than that obtained from consolidation, shall be held in the name of the DEPARTMENT and shall be disposed of upon termination of the DEPARTMENT as the Parties may mutually agree.

SECTION NO. 7: EMERGENCY MANAGEMENT ADVISORY COUNCIL (EMAC)

An Emergency Management Advisory Council ("EMAC") is hereby created. EMAC'S function shall be to provide vision and make recommendations to the DEPARTMENT. EMAC shall be composed of the following or their designee: City of Spokane Administrator, City of Spokane Chief Financial Officer, Spokane County Chief Executive Officer, Spokane Valley City Manager, a representative from the Inland Empire Fire Chiefs Association, and a representative from the Inland Northwest Law Enforcement Leadership Group. The Director and Deputy Director of the DEPARTMENT shall be ex-officio, non-voting members.

A majority of EMAC members will constitute a quorum. EMAC 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.

EMAC shall meet on a quarterly basis, unless deemed unnecessary by the Chair. The Local Director shall serve as chair.

SECTION NO. 8: FUNDING

The Local Director or Deputy Director shall annually prepare a budget for operation of the Spokane City/County Department of Emergency Management ("DEM"). The annual budget shall be submitted to the EMAC for review and approval. The annual budget shall then be submitted to the Board of County Commissioners for Spokane County for its adoption.

The budget shall include all costs of maintenance and operation of its offices at 1618 N. Rebecca and 1121 W. Gardner, Spokane Washington. Attached hereto as Attachment "A" and "B," and incorporated herein by reference, is a 2004 Budget that sets forth all projected 2004 costs for operating and maintaining DEM. The annual budget once approved by the EMAC 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, for calendar year 2004 the COUNTY and CITY agree to equally share the budget allocation assigned to all cities that are a part of this Amended Interlocal Agreement and have populations of less than 10,000. The Parties agree to use the population figures as prepared and published by the Washington State Office of Financial Management as of January 1 of each calendar year to allocate the budget for that year.

The Spokane County Director of Administrative Services will submit an invoice to the Parties (twelve equal payments) no later than the first week of the service month. Invoices will be due and payable no later than the fifth of following month.

Annual adjustments will be made on or before March 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 monthly billing. In the event that they are no longer signatories to this Amended Interlocal Agreement, they will be paid by check. 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 monthly billing. In the event that they are no longer signatories to this Agreement, they will be responsible for paying any billing within thirty (30) calendar days. At the sole discretion of the CITY or SPOKANE VALLEY or any City having a population of 10,000 or less who financially pays a portion of the annual DEM budget in the case of over billing, or 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. 9: INDEMNIFICATION

The Parties agree that the DEPARTMENT, all of its employees, to include the Local Director and Deputy Director, shall be included under the COUNTY'S self-insured insurance coverage for general liability and worker compensation.

The Parties 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 the Amended Interlocal 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 party 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 Party in proportion to the percentage of negligence attributable to the other Party.

SECTION NO. 10: SPOKANE DISASTER COMMITTEE

There shall be a Spokane Disaster Committee. The Spokane Disaster Committee shall consist of representatives from law enforcement, fire service, hospitals, local government, emergency medical services, the military, the DEPARTMENT, as well as other individuals from the public and private sectors. The purpose of the Spokane Disaster Committee shall be to assist the DEPARTMENT in mitigation, preparation, planning, response and recovery from disasters or major emergencies. The Committee shall meet on a monthly basis, unless deemed unnecessary by the Chair. The Committee shall elect its own chair, vice-chair, etc. The Committee shall establish its own by-laws.

SECTION NO. 11: LOCAL EMERGENCY PLANNING COMMITTEE

There shall be a Spokane Local Emergency Planning Committee ("LEPC"). The LEPC shall be established and conform to the Federal, State, and Local laws. The LEPC shall assist the DEPARTMENT in its compliance to all pertinent laws pertaining to Hazardous Materials.

SECTION NO. 12: 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:

- (1) The overall Emergency Management program;
- (2) Serve as Chair of the EMAC; and
- (3) Empowered to declare a disaster or state of emergency in consultation with affected jurisdictional elected official(s).

SECTION NO. 13: DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT

The Deputy Director of the Spokane City/County Department of Emergency Management shall be responsible to the Local Director. Subject to the direction of the Local Director, the Deputy Director is hereby empowered and directed:

- (1) To act on behalf of the Local Director in his absence in all Emergency Management functions and responsibilities;
- (2) To prepare a comprehensive emergency management plan conforming to the state comprehensive emergency management plan program and programs;
- (3) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this Agreement;
- (4) To coordinate and facilitate cooperation between divisions, services and staff of the joint emergency management services jurisdictions, and to resolve questions of authority and responsibility that may arise between them;
- (5) To represent the Spokane City/County Department of Emergency Management organization in all dealings with public or private agencies pertaining to emergency management and disasters;
- (6) To keep and maintain an inventory of all non-perishable and non-expendable goods, supplies and equipment of the DEPARTMENT or in its custody, including federal excess property on loan to the DEPARTMENT, with said inventory to specify the location of each item listed thereon; and
- (7) To equip, maintain, and train Emergency Operations Center ("EOC") personnel and to act as manager of said EOC upon activation for disaster or exercise.

SECTION NO. 14: TERMINATION

Each Party may terminate its participation in the Interlocal Cooperation Agreement upon ninety-days (90) days written notice to the Director of the DEPARTMENT 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 participating member shall upon request be returned to that member upon that member's withdrawal from this Agreement or upon this Agreement's cancellation.

All properties owned by the DEPARTMENT will remain with the DEPARTMENT and shall not be subject to disbursement.

SECTION NO. 15: SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term or provision of this Amended Interlocal 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. 16: ENTIRE AGREEMENT

The Parties agree that this Amended Interlocal Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This Amended Interlocal Agreement shall supersede all prior resolutions and agreements executed by the Parties hereto with regard to Emergency Management, including, but not necessarily limited to Spokane County joint Resolution No. 79-0873 executed June 25, 1979 and Spokane County joint Resolution No. 96-0991 unless incorporated and made reference to herein.

SECTION NO. 17: MUTUAL AID AGREEMENTS

Nothing in this Amended Interlocal 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. 18: COUNTERPARTS

This Amended Interlocal Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

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

DATED: _____

CITY OF SPOKANE:

By: _____

Attest: _____
City Clerk

Its: _____
(Title)

Approved as to form:

By: _____
Assistant City Attorney

SECTION NO. 18: COUNTERPARTS

This Amended Interlocal Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

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

DATED: August 10, 2004

Attest: *Leri Hester*
City Clerk

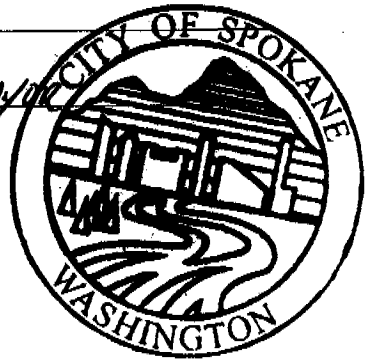
Approved as to form:

By: *Michael J. Penob*
Assistant City Attorney

CITY OF SPOKANE:

By: *Jack Kimmel*

Its: DEPUTY MAYOR
(Title)



DATED: _____

Attest:

Town Clerk

TOWN OF LATAH:

By: _____
Its: _____
(Title)

DATED: _____

Attest:

City Clerk

CITY OF SPOKANE VALLEY:

By: _____
Its: _____
(Title)

Approved as to form only:

Acting City Attorney

DATED: _____

Attest:

Town Clerk

TOWN OF LATAH:

By: _____

Its: _____
(Title)

DATED: 7-21-84

Attest:

Christine Brinkley

City Clerk

CITY OF SPOKANE VALLEY:

By: *Paul Mercier*

Its: _____
(Title)

Approved as to form only:

Cary P. Dushell

City Attorney

DATED: _____

Attest:

City Clerk

CITY OF MEDICAL LAKE:

By: _____

Its: _____
(Title)

DATED: _____

Attest:

Town Clerk

TOWN OF MILLWOOD:

By: _____

Its: _____
(Title)

DATED: _____

Attest:

Town Clerk

TOWN OF FAIRFIELD:

By: _____

Its: _____
(Title)

DATED: _____

CITY OF LIBERTY LAKE:

Attest:

By: _____

City Clerk

Its: _____
(Title)

Approved as to form only:

Acting City Attorney

DATED: _____

TOWN OF ROCKFORD:

Attest:

By: _____

Town Clerk

Its: _____
(Title)

DATED: _____

TOWN OF SPANGLE:

Attest:

By: _____

Town Clerk

Its: _____
(Title)

DATED: _____

CITY OF CHENEY:

Attest:

By: _____

City Clerk

Its: _____
(Title)

DATED: _____

CITY OF AIRWAY HEIGHTS:

Attest:

By: _____

City Clerk

Its: _____
(Title)

DATED: _____

CITY OF DEER PARK:

Attest:

By: _____

City Clerk

Its: _____
(Title)

DATED: _____

TOWN OF WAVERLY:

Attest:

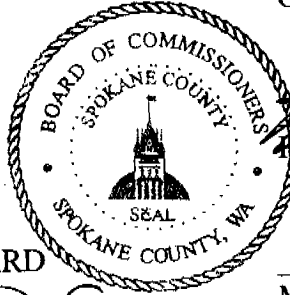
By: _____

Town Clerk

Its: _____
(Title)

DATED: 8/10/2004

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

[Signature]
PHILLIP D. HARRIS, Chair

[Signature]
M. KATE MCCASLIN, Vice-Chair

BY: [Signature]
Daniela Erickson, Deputy

[Signature]
JOHN ROSKELLEY

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: August 23, 2004

Attest: Eva J. Colomb
City Clerk

TOWN OF MILLWOOD:

By: Jamie Batson
Its: Mayor
(Title)

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: Aug. 24, 2004

TOWN OF SPANGLE:

By: William F. Severin

Attest: Carol Hirschel
City Clerk

Its: Mayor
(Title)

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/7/04

CITY OF MEDICAL LAKE

By: 

Attest: Pamela A. McBroom
City Clerk

Its: Mayor
(Title)

Approved as to Form:


City Attorney

4-0689
8/10/04

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/15/04

TOWN OF ROCKFORD:

By: *Edward J. Boone*

Attest: *[Signature]*
City Clerk

Its: Mayor.
(Title)

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 9-13-04

TOWN OF WAVERLY:

Attest: *Kynda Browning*
City Clerk

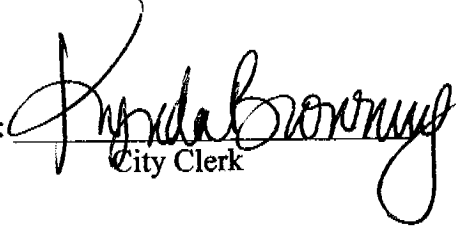
By: *William Sanford* 9-13-04
Its: mayor
(Title)

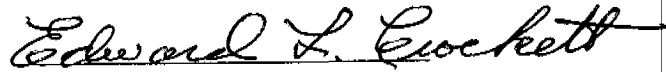
**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 11-2-04

TOWN OF LATAH:

Attest: 
City Clerk

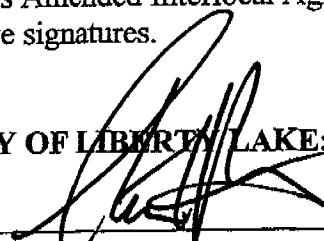
By: 

Its: 
(Title)

**2004 Amended Interlocal Agreement
For Emergency Management Services
Signature Page**

In Witness Whereof, The parties have caused this Amended Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 9/21/04

CITY OF LIBERTY LAKE:
By: 

Attest: 
City Clerk

Its: Mayor
(Title)

Approved as to form:

By: /s/
Acting City Attorney

ATTACHMENT "A"

**SPOKANE COUNTY POPULATION
Estimated 2003**

Population Analysis per City			
			% Population per City
Spokane Valley		82,005	0.1913
Spokane		197,400	0.4606
Unincorporated		119,844	0.2796
Small Cities:		29,351	0.0685
Airway Heights	4,590		
Cheney	9,470		
Deer Park	3,055		
Fairfield	586		
Latah	194		
Liberty Lake	4,640		
Medical Lake	4,215		
Millwood	1,655		
Rockford	533		
Spangle	275		
Waverly	138		
Total County Pop	29,351	428,600.00	1.0000

Population Analysis with Small Cities Apportioned Equally to City of Spokane and Unincorporated		
		% Population per Entity
Spokane Valley	82,005	0.1913
Spokane	212,076	0.4948
Unincorporated	134,520	0.3139
Total County Pop	428,600	1.0000

Based on Washington State OFM Forecast June 30, 2003

ATTACHMENT "B"

**Spokane County
Department of Emergency Management
2004 Operating Costs**

Operating Budget*		332,131
Building M/O**		19,496
Indirect Costs***	+	30,432
		<hr/> 382,059
Revenue****	-	61,275
Total Operating Cost		<hr/> 320,784 <hr/>

	City of Spokane Valley	City of Spokane	Unincorporated County	
Population % with Small Cities Apportioned Equally to City of Spokane and Unincorporated	0.1913	0.4948	0.3139	Total
Total by Entity	61,376.37	158,727.21	100,680.68	320,784.26

Population Analysis with Small Cities Apportioned Equally to City of Spokane and Unincorporated		
		% Population per Entity
Spokane Valley	82,005	0.1913
Spokane	212,076	0.4948
Unincorporated	134,520	0.3139
Total County Pop	428,600	1.0000

*Adopted 2004 budget for Department 010-0400009

**Building M/O based on OMB A-87 2002 for 2004 page 171 and sq ft provided by Bill Hansen

***FTEs multiplied by same indirect rate/FTE used by the Sheriff's Office for their 2004 Valley Contract

****Per Tom Mattern, per contract this is the amount of revenue to be received from the State

AGENDA SHEET FOR COUNCIL MEETING OF: October 2, 1996



City/Co

City/Cy Emer. Manag. Dave Byrnes 456-2204
Submitting Department Contact Person Phone Ext.

CONSENT AGENDA
Contract
0 Report

LEGISLATIVE SESSION
0 Resolution
0 Emergency Ordinance
0 Final Reading Ordinance
0 First Reading Ordinance
0 Special Consideration
0 Hearing

RECEIVED

OCT 02 1996

CITY CLERK'S OFFICE
SPOKANE, WA

Clerk's Files: # OPR 96-793
Renews: # _____
Cross Reference: # _____
ENG/LID: # _____
BID: # _____

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

Area Manager: _____

Action Taken: _____

AGENDA WORDING: An Interlocal Cooperation Agreement to continue the Joint City/County Department of Emergency Management.

COUNCIL PRIORITY & BACKGROUND (Attach separate sheet if necessary): The City and County of Spokane entered into a joint resolution in 1979 to combine their separate emergency services departments into a joint City/County department. This Interlocal Cooperation Agreement will continue that joint effort, which includes each entity providing equal funding as well as incorporating a name change from the Emergency Services Department to the Department of Emergency Management.

RECOMMENDATION:

FISCAL IMPACT: Expenditure - \$113,882 for 1996 Budget Account: #002 09 11 36560 400
Revenue - \$ -0- #

LIST ATTACHMENTS AS FOLLOWS:

On file for Review in Office of City Clerk:

Include in Packets:

SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

Department Head
Michael Piccolo
Legal

Division Director

Finance
Anthony [Signature]
City Manager

DISTRIBUTION AFTER COUNCIL ACTION:

Spokane City/County Department of
Emergency Management
Attn. Dave Byrnes
1121 West Gardner Ave.
Spokane, WA 99201

Terry Mangan, Police Chief
Bobby Williams, Fire Chief
Michael Piccolo, Legal Dept.

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

October 14, 1996
[Signature]
CITY CLERK

**INTERLOCAL COOPERATION AGREEMENT
FOR
SPOKANE CITY/COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is made by and between the CITY OF SPOKANE, a Washington State municipal corporation, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and SPOKANE COUNTY, a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," and jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, Chapter 39.34 RCW permits local governments to 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, The PARTIES, pursuant to the provisions of RCW 38.52.070, are authorized and directed to establish local organizations for emergency services in accordance with the Washington State Emergency Service Plan and Program; 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 services; and

WHEREAS, The PARTIES did enter into a joint resolution on June 25, 1979, Resolution No. 79-0873, establishing a joint Spokane City/County Department of Emergency Services which carried out the functions for both entities as called for pursuant to the provision of Ch. 38.52 RCW.

WHEREAS, It is the intent of the PARTIES to continue their combined efforts in maintaining the joint Department of Emergency Management by entering into this Interlocal Cooperation Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, and as authorized under Ch. 39.34

*C. Commissioners
W. R. Pasanne*



4048150
Page: 1 of 9
10/24/1996 08:48A
Spokane Co., WA



RCW and Ch. 38.52 RCW, the City Council of the City of Spokane and the Spokane County Board of Commissioners hereby agree as follows:

SECTION NO. 1: 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 department heads are responsible for individual department emergency preparedness. The PARTIES agree to ensure that department heads participate in collaboration, dialog, planning, and exercises with the Spokane City/County Department of Emergency Management 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.

SECTION NO. 2: PURPOSE

It is the purpose of this Agreement to continue the combined efforts of the PARTIES as originally developed in Joint Resolution No.79-0873, and to establish and operate, pursuant to RCW 38.52.070, a local organization for emergency management in accordance with the Washington State Emergency Operations 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. 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. 3: TERM

The term of this 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: SPOKANE CITY/COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT

The Spokane City/County Department of Emergency Services, as created under the joint resolution No. 79-0873, shall be hereby known as the "Spokane City/County Department of Emergency Management," hereinafter referred to as the "DEPARTMENT."

SECTION NO. 5: DUTIES AND RESPONSIBILITES OF THE DEPARTMENT

The DEPARTMENT shall office at 1121 West Gardner Avenue, Spokane, Washington 99201, until the PARTIES, by mutual agreement, shall 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:

- (1) Facilitate a coordinated planning process integrating Emergency Management plans to include; federal, state, local governments, individual city and county departments, neighborhood, individual citizens and the private sector;
- (2) Conduct a comprehensive internal assessment and evaluation of emergency plans, equipment and personnel proficiency through a program of regular exercises;
- (3) Acquire and maintain Emergency Management facilities and equipment;
- (4) Administer and facilitate programs that enable people, governments, communities and the private sector to minimize and recover from immediate and long term impacts of disasters;
- (5) Facilitate the identification, development, implementation and evaluation of mitigation strategies and activities to reduce vulnerability to the effects of disasters;
- (6) Provide timely and accurate Emergency Management information;
- (7) Participate with the 9-1-1 Board to assist the public in Spokane to easily, rapidly, and accurately access emergency police, fire, and medical assistance during time of a disaster;
- (8) Effectively and efficiently train the DEPARTMENT staff to coordinate emergency management resources, programs, functions and systems;
- (9) Propose coordinated legislation, ordinances, and local laws to improve the safety of people, governments and the private sector;
- (10) Coordinate a cooperative effort of federal, state, and local governments, neighborhoods, schools, individual citizens and private sector to educate the public in emergency and disaster preparedness;
- (11) Coordinate facilities and resources to assist federal, state, and local governments to effectively and efficiently respond to emergencies and disasters;



- (12) 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;
- (13) 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;
- (14) Facilitate and participate in various group meetings, such as; Search and Rescue Council, Spokane Disaster Committee, Local Emergency Planning Committee, Amateur Radio Emergency Service(A.R.E.S.)/Radio Amateur Civil Emergency Service (R.A.C.E.S.), City and County Department Heads and other groups;
- (15) Establish, train and maintain a volunteer cadre that can be mobilized in case of search and rescue missions, emergencies and/or disasters;
- (16) Prepare, monitor, administer and evaluate the DEPARTMENT's annual budget;
- (17) Participate in and attend related Emergency Management conferences, seminars, training and education; and
- (18) Schedule, coordinate and conduct training in emergency management for educating government, private sector and individuals;

SECTION NO. 6: PROPERTY AND EQUIPMENT

All existing equipment and supplies previously used by the Emergency Services DEPARTMENTS of both the City of Spokane and the County of Spokane shall be combined and consolidated for the continued maintenance and use by the DEPARTMENT. All equipment so consolidated shall remain the equipment of the individual entity supplying the same to the consolidation.

All equipment required by the DEPARTMENT, other than that obtained from consolidation, shall be held in the name of the DEPARTMENT and shall be disposed of upon termination of the DEPARTMENT as the PARTIES may mutually agree.

SECTION NO. 7: FUNDING

The PARTIES agree to establish a budget which provides for sharing on an equal basis all annually agreed to expenses necessary to operate the DEPARTMENT. A joint committee to be known as the Emergency Management Advisory Council (EMAC), shall review and make recommendations on the yearly budget to the Emergency Management Policy Board



(EMPB). The Emergency Management Policy Board (EMPB) shall review and recommend the yearly budget to the Parities for adoption.

An account will be established in the name of the DEPARTMENT in which these funds will be deposited for salary and benefits, maintenance and operation, facilities, and capital expenses. The PARTIES agree to deposit their share on quarterly basis. The Deputy Director will forward an invoice to the PARTIES through the finance director. The invoice shall be submitted no later than the fifteenth of March, June, September, and December of each year. Deposits shall be within thirty days of invoice.

In the event that other jurisdictions determine to participate in this joint emergency management Agreement and are required to contribute financially, the amount of their contributions shall, as determined by the EMPB, be added to the DEPARTMENT's budget, or, in the alternative, shall be attributed equally to the contribution of the CITY and COUNTY in order to reduce the amount of their contribution.

SECTION NO. 8: INDEMNIFICATION

The PARTIES agree that the DEPARTMENT, all of its employees, to include the Local Director and Deputy Director, shall be included under the County's self-insured insurance coverage for general liability and worker compensation.

The PARTIES further agree that the COUNTY shall be responsible 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 the Agreement.

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officer, agents, or employees to the fullest extent required by law, and shall indemnify, defend, and hold the other party 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 party in proportion to the percentage of negligence attributable to the other party.

SECTION NO. 9: EMERGENCY MANAGEMENT POLICY BOARD (EMPB)

There shall be established an Emergency Management Policy Board. The EMPB shall consist of two Spokane City Council members, two Spokane County Board of Commissioners, one Fire Commissioner, the Sheriff, and one elected official appointed by the small cities. The EMPB will appoint a member to chair the Board.

Powers and duties of the EMPB. The Board shall review and recommend for adoption emergency management mutual aid plans, agreements and such resolutions, rules and regulations as are necessary to implement such plans and agreements. It shall do all things

I-6



herein provided and or reasonably necessary to accomplish the emergency management function. A majority of the members of the EMPB shall constitute a quorum. Any meeting in which a budget is to be recommended for adoption or a financial obligation is to be assessed to a member thereof shall require an affirmative vote of four members. The EMPB shall meet on a semi-annual basis, unless deemed unnecessary by the chair, to review the Emergency Management organization plans, recommend budgets, and review claims and expenses. EMPB members shall make all best efforts to assemble at the Emergency Operations Center or designated location during a disaster when the disaster is within their area of responsibility or when requested.

SECTION NO. 10: EMERGENCY MANAGEMENT ADVISORY COUNCIL (EMAC)

There is hereby created an Emergency Management Advisory Council. The Council's function shall be to provide vision and make recommendation to the DEPARTMENT and to advise and make recommendations to the EMPB. The council shall be composed of the City of Spokane Fire Chief, City of Spokane Police Chief, Spokane County Sheriff, City of Spokane Planning and Engineering Services Director, City of Spokane City Manager; the Washington State Patrol District Commander; a representative from the Inland Northwest Law Enforcement Liaison Group, Spokane County Chief Administrative Officer, Spokane County Public Works Director, two representatives of the Inland Empire Fire Chiefs Association, a representative of the Spokane City/County Emergency Medical Services Council and a small cities Administrator. The Deputy Director of the DEPARTMENT shall be an ex-officio, non-voting member. EMAC members shall make all best efforts to assemble at the Emergency Operations Center or designated location during a disaster when the disaster is within their area of responsibility or when requested.

A majority of the Council will constitute a quorum. The Emergency Management Advisory Council is to assist, advise and collaborate with the Local Director and Deputy Director of the DEPARTMENT in the development of emergency plans and training.

The Emergency Management Advisory Council shall meet on a quarterly basis, unless deemed unnecessary by the Chair. The Local Director shall serve as chairman of the Council.

SECTION NO. 11: SPOKANE DISASTER COMMITTEE

There shall be a Spokane Disaster Committee. The Spokane Disaster Committee shall consist of representatives from law enforcement, fire service, hospitals, emergency medical services, the military, the DEPARTMENT, as well as other individuals from the public and private sectors. The purpose of the Spokane Disaster Committee shall be to assist the DEPARTMENT in mitigation, preparation, planning, response and recovery from disasters or major emergencies, and other functions determined by the EMAC. The Committee shall meet on a monthly basis, unless deemed unnecessary by the Chair. The



Committee shall elect it's own chair, vice-chair, etc. The Committee shall establish it's own by-laws.

SECTION NO. 12: LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

There shall be a Spokane Local Emergency Planning Committee. The LEPC shall be established and conform to the Federal, State, and Local laws. The LEPC shall assist the DEPARTMENT in it's compliance to all pertinent laws pertaining to Hazardous Materials.

SECTION NO. 13: 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:

- (1) The overall Emergency Management program;
- (2) Serve as a member of the EMPB;
- (3) Serve as the chair of the EMAC; and
- (4) Empowered to declare a disaster or state of emergency in consultation with the EMPB and/or a jurisdictional elected official(s).

SECTION NO. 14: DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT

The Deputy Director of the Spokane City/County Department of Emergency Management shall be responsible to the Local Director. Subject to the direction of the Local Director, the Deputy Director is hereby empowered and directed:

- (1) To act in behalf of the Local Director in his absence in all Emergency Management functions and responsibilities;
- (2) To prepare an emergency operating plan conforming to the state emergency operation plan program;
- (3) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this Agreement;
- (4) To direct coordination and cooperation between divisions, services and staff of the joint emergency services jurisdictions, and to resolve questions of authority and responsibility that may arise between them;



- (5) To represent the Spokane City/County Department of Emergency Management organization in all dealings with public or private agencies pertaining to emergency services and disasters;
- (6) To keep and maintain an inventory of all non-perishable and non-expendable goods, supplies and equipment of the DEPARTMENT or in its custody, including federal excess property on loan to the DEPARTMENT, with said inventory to specify the location of each item listed thereon; and
- (7) To equip, maintain, and train emergency operations center (EOC) personnel and to act as manager of said EOC upon activation for disaster or exercise.

SECTION NO. 15: TERMINATION

Either of the PARTIES may terminate its participation in the Interlocal Cooperation Agreement upon ninety (90) days written notice to the other party prior to January 1st of any year.

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

Upon the withdrawal by either party, that party shall be refunded any funds not spent from the preceding two quarters, less encumbrances. All personal properties owned by the DEPARTMENT will remain with the DEPARTMENT and shall not be subject to disbursement.

SECTION NO. 16: 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 which may conflict therewith shall be deemed modified to conform to such statutory provision.



SECTION NO. 17: 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 Agreement shall supersede all prior resolutions and agreements executed by the PARTIES hereto with regard to Emergency Services, including, but not necessarily limited to Spokane County joint Resolution No. 79-0873 executed June 25, 1979.

SECTION NO. 18: MUTUAL AID AGREEMENTS

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

DATED this 22 day of October, 1996

CITY OF SPOKANE

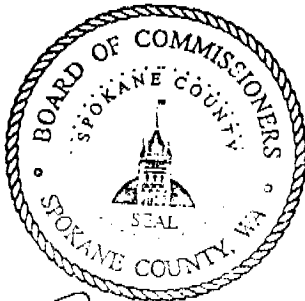
BY: [Signature]
Acting City Manager

Attest:

[Signature]
City Clerk
Approved as to form.

[Signature]
Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

WILLIAM E. DONAHUE
Clerk of the Board

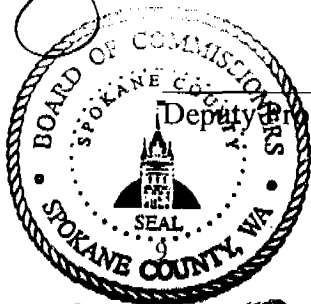
PHILLIP D. HARRIS, Chairman

[Signature]
JOHN ROSKELLEY
[Signature]
STEVEN J. HASSON

By [Signature]
Deputy Clerk

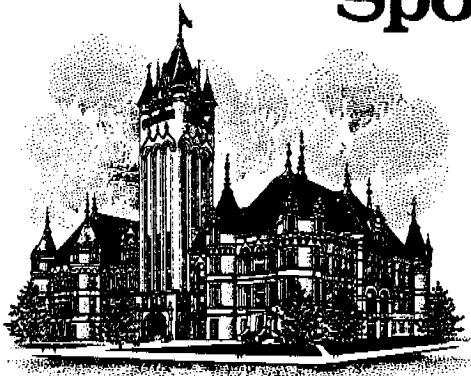
Approved as to form:

THIS IS TO CERTIFY THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT
NO. 96-0947 ON FILE IN THE COUNTY
COMMISSIONERS MINUTES OF 10-22-96
DATED THIS 18 DAY OF Nov 1996
BY: [Signature]
CLERK OF THE BOARD



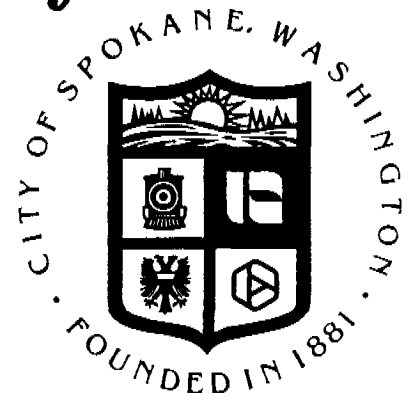
[Signature]
Deputy Prosecuting Attorney

Spokane City/County



SPOKANE COUNTY COURT HOUSE

DEPARTMENT
OF
EMERGENCY SERVICES
WEST 1121 GARDNER
SPOKANE, WA 99201-2072
TELEPHONE: 456-2204



MEMORANDUM

DATE: August 30, 1996

TO: Bill Pupo - Acting City Mgr.
Jim Lindow - Co.Chief Admin Off.
John Goldman - Sheriff
Jim LaMunyon - WSP Dist. Comm.
Terry Mangan - Spokane Police Chief
Tom McGill - NW Law Enforcement
Bobby Williams - Spokane Fire Chief
Phil Williams - Spokane Plan/Eng Dir.
Dennis Scott - Co.Public Works Dir.
Robert Anderson - I.E.Fire Chiefs
Dr. James Nania - Med. Program Dir

FROM: Dave Byrnes-*DB*Dep.Dir. D.E.S.

RE: New City/County Interlocal Agreement

The City and County met on June 26, 1996 to discuss the Emergency Management Program. It was agreed to by those present to continue a joint City/County Emergency Management Program.

The first step in this continuing process is to review, revise and adopt a new Interlocal Agreement between the city and county. The last agreement was a joint resolution dated June 25, 1979, Resolution # 79-0873 (See attached)

Would you please take the time to review the attached Interlocal Cooperation Agreement for Spokane Department of Emergency Management. (See attached) I have listed the other names on this memo who will be a part of the Emergency Management Advisory Council (E.M.A.C.). This way you may contact them for discussion. Please have comments, ideas, suggestions and recommendations back to me by Friday, Sept. 6, 1996:

Dave Byrnes, Deputy Director
Spokane City/County D.E.S
1121 W. Gardner
Spokane, WA 99201

or

Call me at 456-2204

or

Fax to: 456-5759

Thanks for your help & support!

BEFORE THE CITY COUNCIL OF THE CITY OF SPOKANE
AND THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY

IN THE MATTER OF CREATING A SPOKANE
CITY/COUNTY DEPARTMENT OF EMERGENCY
SERVICES, APPOINTING A DIRECTOR,
PROVIDING FOR OPERATING COSTS, AND
CREATING AN ADVISORY COMMITTEE

J O I N T R E S O L U T I O N

WHEREAS, both the City of Spokane and the County of Spokane, pursuant to the provisions of the Revised Code of Washington Section 38.52.070, are authorized and directed to establish local organizations for emergency services in accordance with the Washington State Emergency Services Plan and Program; and

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 38.52.070, two or more political subdivisions may join in the establishment and operation of a local organization for emergency services; and

WHEREAS, both the City of Spokane and the County of Spokane pursuant to the provisions of the Revised Code of Washington Section 38.52.070 have been maintaining separate Emergency Services Departments; and

WHEREAS, both the City of Spokane and County of Spokane feel that the best interest of the public can be met by the establishment of a joint Spokane City/County Department for Emergency Services, which department will carry out those functions for both entities as called for pursuant to the provisions of Chapter 38.52 RCW;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane and the Board of County Commissioners of Spokane County:

Section 1. There is hereby created a Spokane City/County Emergency Services Department to be known as the "Spokane City/County Department of Emergency Services," hereinafter referred to as the "Department."

The Department, in addition to having those duties as enumerated in the Revised Code of Washington Section 38.52.070 shall also have the following responsibilities:

1. Volunteer planning and coordination:
 - a. Attend monthly meetings of City and County volunteer groups; and
 - b. Conduct training sessions for various emergency service functions; and
 - c. Organize and conduct disaster exercises; and
 - d. Mobilize volunteer groups in case of search and rescue, natural disasters and enemy attack.
2. Equipment procurement and maintenance:
 - a. Procure emergency service equipment from federal surplus and other sources; and
 - b. Maintain and repair emergency service equipment including communication gear and emergency shelters.
3. Departmental administration:
 - a. Be responsible for all financial and management functions; and
 - b. Attend conferences; and
 - c. Coordinate administration and planning efforts with state and federal agencies; and
 - d. Promote and engage in public relation activities.

The Department shall office at West 1205 College Avenue, Spokane, Washington 99260 until the City and County by mutual agreement shall decide upon a new location.

All existing equipment and supplies presently used by the Emergency Services Departments of both the City of Spokane and the County of Spokane shall be combined and consolidated for use by the new Department. All equipment so consolidated shall remain the equipment of the individual entity supplying the same to the consolidation.

All equipment required by the department other than that obtained from consolidation shall be held in the name of the Department and shall be disposed of upon disorganization of the Department as the City of Spokane and County of Spokane may mutually agree.

The City of Spokane and County of Spokane agree to share on an equal cost basis for all expenses necessary to operate the department. A joint committee composed of the City Council members and County Commissioners shall review and approve each year's budget prior to adoption.

Section 2. The County Sheriff is hereby appointed as the Director of the Department. The Director shall be responsible to the Board of County Commissioners of Spokane County and the Mayor of the City of Spokane.

Section 3. The Department shall have the ability to use the Emergency Operations Center currently located in the City Hall for the purpose of emergency training exercises.

Section 4. There is hereby created an Advisory Committee to make recommendations to the Department in the carrying out of the Department's functions. The Advisory Committee shall be known as the Advisory Spokane City/County Department of Emergency Services Committee, hereinafter referred to as the "Committee." The Committee shall be composed of thirteen (13) members, including the Spokane County Sheriff, the City of Spokane Chief of Police, the City Utilities Engineer, the County Engineer, a representative from Fairchild Air Force Base, the City Fire Chief, a representative appointed by the Spokane County Fire Districts, a representative designated by the Emergency Medical Services Agencies, a representative of the private utility companies, the Spokane County Fire Marshal, a representative of the Spokane Air National Guard, and a representative of the Washington State Patrol as well as the Washington State Civil Air Patrol. The term of the members of the Committee shall be for a period of three (3) years. All members of the Committee shall serve without compensation. The Committee shall by rule prescribe the selection and function of its officers including at least a Chair and Vice-Chair person. A quorum is seven (7) members. Any action of the Committee requires at least seven (7) votes.

Section 5. Either the City of Spokane or the County of Spokane may terminate their participation in this joint resolution upon sixty (60) days' written notice to the other party prior to January 1st of any year.

ADOPTED by the City Council this 25th day of June, 1979.

MAYOR OF THE CITY OF SPOKANE

ATTEST:

By: Marilyn J. Montgomery
City Clerk

continued . . .

ADOPTED by the Board of County Commissioners of Spokane County,
Washington, this 25 day of June, 1979.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Ray W. Christensen

Harry M. Larned

ATTEST:

Vernon W. Ohland
Clerk of the Board

By: Deanne Pentz
Deputy Clerk

APPROVED AS TO FORM:

Larry W. Kinner, Chof. Sec't.
City Corporation Counsel

APPROVED AS TO FORM:

Henry Deal
Civil Deputy Prosecuting Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL COOPERATIVE AGREE-) RESOLUTION
MENT FOR SPOKANE CITY/COUNTY)
DEPARTMENT OF EMERGENCY)
SERVICES)

WHEREAS, pursuant to the provisions of Chapter 38.52 RCW, political subdivisions of the State are authorized and directed to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program; and

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, the City of Spokane and County of Spokane have formed a Spokane City/County Department of Emergency Services, which department has recommended to the Board of County Commissioners of Spokane County that any qualifying incorporated city or town within Spokane County may become a participating member of the department, upon the resolution of its council to that effect, and its agreement to certain contractual provisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of Chapter 38.52 RCW and Chapter 39.34 RCW, that either the Chairman of the Board of County Commissioners, or a majority of the Board, be and is hereby authorized to execute the document entitled "Interlocal Cooperative Agreement for Spokane City/County Department of Emergency Services", pursuant to which, under certain terms and conditions, the Spokane City/County Department of Emergency Services will allow qualifying incorporated cities and towns within Spokane County to become participating members of the Spokane City/County Department of Emergency Services.

PASSED AND ADOPTED this 19 day of May, 1987.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
[Signature]
[Signature]

ATTEST:
WILLIAM E. DONAHUE,
Clerk of the Board

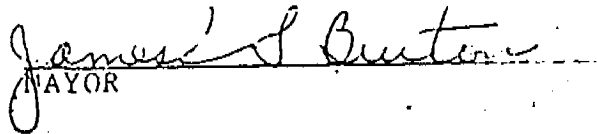
By [Signature]
Deputy Clerk

RESOLUTION ESTABLISHING INTERLOCAL COOPERATIVE AGREEMENT
FOR SPOKANE CITY/COUNTY DEPARTMENT OF EMERGENCY SERVICES.


BE IT RESOLVED BY THE TOWN COUNCIL OF ROCKFORD, WASHINGTON:

The Town of Rockford, Washington shall enter into an interlocal cooperative agreement for Spokane City/County Department of Emergency Services as permitted by R.C.W. 38.52 and R.C.W. 39.34. The interlocal agreement will provide for the preparation and carrying out of all emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters and to aid victims suffering as a result of those disasters caused by all hazards, whether natural or man-made as well as to provide support for search and rescue operations for persons and property in distress. A copy of the interlocal agreement is attached to this resolution and shall become a part of this resolution as is set forth herein.

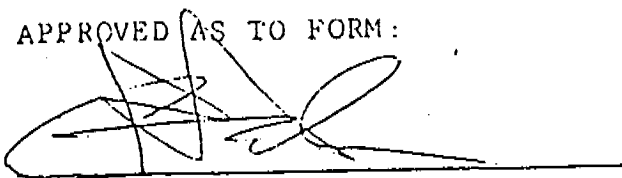
PASSED by the Town Council at regular meeting this 1st day of July, 1987.


MAYOR

ATTESTED:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

INTERLOCAL COOPERATIVE AGREEMENT FOR SPOKANE
CITY/COUNTY DEPARTMENT OF EMERGENCY SERVICES

THIS AGREEMENT, made and entered into by and between Spokane County, Washington, a political subdivision of the State of Washington, hereinafter referred to as "County", and those cities located within Spokane County which are signators hereto, hereinafter referred to as "Cities";

WHEREAS, Chapter 38.52 RCW authorizes and directs each political subdivision of the State to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two (2) or more political subdivisions to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Chapter 39.34 RCW authorizes political subdivisions to jointly exercise their powers, privileges, or authorities, with political subdivisions through the execution of an interlocal cooperative agreement; and

WHEREAS, both the City of Spokane and the County of Spokane feel that the Spokane City/County Department of Emergency Services can best serve the interest of the public by carrying out emergency management functions for any political subdivision with a population of 10,000 or less. Any political subdivision larger than 10,000 may participate on a cost sharing basis; and

WHEREAS, the Board of County Commissioners of the County and the Cities have agreed to the joint operation of an emergency organization, as provided by Chapter 38.52 RCW;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and as authorized under Chapter 39.34 RCW and Chapter 38.52 RCW, the parties hereto agree as follows:

Section 1: PURPOSE

It is the purpose of this agreement to provide for the effective and economical preparation for and carrying out of all emergency functions; other than functions for which military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

Section 2: ORGANIZATION

There is a joint local organization for emergency management, composed of the County and the City of Spokane, known as the Spokane City/County Department of Emergency Services, hereinafter referred to as the "Department".

Any qualifying incorporated city or town within Spokane County may become a participating member of the Department, upon the resolution by its council to that effect, its agreement to the provisions hereof, and the deposit with the Director of Emergency Services of a copy of this agreement, duly executed by such city or town, subject to the approval of the State Department of Community Development, Division of Emergency Management.

Section 3: DISASTER COUNCIL

Each participating jurisdiction will designate and advise the Department of the name of a person and one (1) alternate to sit on the Disaster Council.

The council shall consist of representatives from all area law enforcement, fire departments and districts, hospitals, ambulances and transportation, as well as the military.

Section 4: PROPERTY AND EQUIPMENT

(a) The Director of Emergency Services shall maintain the custody and control of all records, property and equipment prepared, acquired by or loaned, respectively, to Emergency Services.

(b) In the event that any party withdraws from this agreement, any property or equipment loaned by such party shall be returned to such party within ninety (90) days following the date of the parties withdrawal.

Section 5: DIRECTOR OF EMERGENCY MANAGEMENT

The Director of Spokane City/County Department of Emergency Services shall be responsible for the coordination and development of overall emergency management planning and training exercises and the day to day operations and management of the Department, and shall report to the Chairman of the Board of Spokane County Commissioners and the Mayor of the City of Spokane.

The Director shall:

(a) Prepare an emergency management operating plan for Spokane County and its participating cities and towns which conforms to the State Comprehensive Emergency Management Plan and Program.

(b) Coordinate the effort of the emergency management organization for the accomplishment of the purposes of this agreement.

(c) Represent the emergency management organizations of Spokane County in all dealings with public or private organizations pertaining to emergency services and disasters.

(d) Prepare and submit an annual budget and program for the Department of Emergency Services.

Section 6: SERVICES TO BE PROVIDED TO PARTICIPATING MUNICIPAL CORPORATIONS

The Spokane City/County Department of Emergency Services, within approved budget appropriations, shall provide service, equipment and personnel to participating municipal corporations to assist them in effecting emergency operational plans and programs, to include the following:

(a) To provide an emergency management organization to coordinate organizational activities and to minimize death, injury and damages for periods before, during and after an emergency.

(b) To coordinate local emergency services planning with the federal government, State of Washington, neighboring counties, military organizations and other support agencies.

(c) To provide for the effective utilization of resources within or from outside these jurisdictions to minimize the effects of disaster and to request assistance as needed through established emergency services channels, County and State, to region, to national.

(d) To recruit, register and identify personnel and to seek compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.

(e) To establish and maintain training and public information programs.

(f) To identify protection for the population against all hazards.

(g) To provide emergency disaster control and coordination through the City/County Emergency Services office.

(h) To develop a system for warning the general public, and to provide for information and guidance to the general public.

(i) To perform support for search and rescue operations.

(j) To perform normal office procedures, correspondence and inventories.

Section 7: WITHDRAWAL

Any jurisdiction may terminate their participation in the resolution upon sixty (60) days written notice to the "County", prior to January 1st of any year.

Section 8: AMENDMENTS

This agreement may be amended upon the mutual agreement of all parties hereto.

Section 9: NOTICES

All notices called for or provided for in this agreement shall be in writing and must be served on any of the parties either personally or by certified mail, return receipt requested, set to the parties at their respective addresses. Notice sent by certified mail, return receipt requested, shall be deemed served when deposited in the United States mail, postage prepaid.

Section 10: HEADINGS

The article headings in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

Section 11: OWNERSHIP OF DOCUMENTS

All documents produced by the Department pursuant to the terms of this agreement shall be the property of the Department.

Section 12: INTEGRATION

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Department and the municipalities have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this agreement has been made to induce the Department or the municipalities to execute the same.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Frank Shepard

John R. McBride
Patricia A. Munnery

ATTEST:
WILLIAM E. DONAHUE,
Clerk of the Board

By Sharon Montoya
Deputy Clerk

Date: May 19, 19 87

TOWN OF SPANGLE

Donald A. [Signature]
Mayor

ATTEST:

Patricia E. Anderson
Clerk

Date: June 15, 19 87

TOWN OF MILLWOOD

[Signature]
Mayor

ATTEST:

Wm S. Colomb

Date: 7-6, 19 87

CITY OF MEDICAL LAKE

[Signature]
Mayor

ATTEST:

Georgette [Signature]
Finance Manager

Date: 8-19, 19 87

TOWN OF WAVERLY

Robert [Signature]
Mayor

ATTEST:

Linda Lutz, Clerk

Date: 7-20, 19 87

TOWN OF LATAH

[Signature]
Mayor

ATTEST:

Wanda [Signature]

Date: 7-20, 19 87

TOWN OF FAIRFIELD

[Signature]
Mayor

ATTEST:

E.R. Bridge

Date: 8-17-87, 19

87 C452

036202

CITY OF DEER PARK

Keith D. Kelly

Mayor

ATTEST:

Carolee L. Taylor

Date: 9/17, 19 87

TOWN OF AIRWAY HEIGHTS

Richard H. Brown

Mayor

ATTEST:

Richard H. Brown

Date: Aug 25, 19 87