

#C - 92 - 2012

INTERLOCAL COOPERATIVE AGREEMENT PROVIDING FOR LINCOLN COUNTY EMERGENCY MANAGEMENT & HOMELAND SECURITY TECHNICAL SUPPORT

THIS AGREEMENT, made and entered into by and between the Lincoln County Sheriffs Office (LCSO) and Stevens County Sheriffs Office (SCSO), being departments of each respective political subdivision of the State of Washington, which are signators hereto,

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, the Lincoln County Sheriff's office is responsible for all aspects of local emergency management and homeland security; and

WHEREAS, the parties agree the purpose of this agreement is to provide for the effective and economical preparation for and carrying out of Lincoln County local emergency management and homeland security functions and to that end, LCSO requires the services of a Emergency Management and Homeland Security Support Coordinator; and

WHEREAS, SCSO currently employs a professional with requisite education, training and qualifications and is willing to allow such professional to perform such services as hereinafter provided.

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

1. Services to be Performed
Stevens County agrees to perform the services described in Appendix A, which is attached hereto and by this reference made part of this agreement.
2. Payment
In consideration for the services to be performed as the Lincoln County Emergency Management and Homeland Security Support Coordinator, upon submission of quarterly itemized billings, LCSO agrees to pay SCSO \$833.33 per month for services performed.
4. Division of Labor
Stevens County Deputy Director of Emergency Services, Rick Anderson will act as the primary point of contact for LCSO Sheriff/E.M.D Wade Magers.
5. Expenses/Travel
LCSO shall be responsible for any necessary travel expenses incurred by Lincoln County Emergency Management and Homeland Security Support Coordinator while performing services under this Agreement. These

expenses will not include travel expenses that are currently paid for by the State of Washington and/or Department of Homeland Security. Any travel for which reimbursement is expected will have prior approval by LCSO/Emergency Management Director Wade W. Magers.

6. **Materials**
SCSO will furnish all office supplies used to provide the services required by this Agreement at no cost to LCSO. LCSO will furnish any necessary items not classified as office supplies.
7. **Expenditure Approval**
Prior approval must be obtained by the Lincoln County Emergency Management and Homeland Security Support Coordinator from the LCSO/ E.M.D. Wade Magers before expending any funds in excess of the \$833.33 to be paid pursuant to Paragraph 2.
8. **Public Disclosure**
LCSO assumes all responsibility and costs for compliance with the public disclosure laws of the State of Washington with regard to any documents or published works generated by Lincoln County Emergency Management and Homeland Security Support Coordinator for the LCSO.
9. **Term of Agreement**
This Agreement will become effective when signed by both parties and will terminate when a party to the Agreement terminates this Agreement as provided below.
10. **Terminating the Agreement**
Either party may terminate this Agreement at any time by giving a thirty (30) day written notice of termination to the other party. Stevens County Sheriffs Office shall be entitled to full payment for services performed prior to the date of termination.
11. **SCSO and the LCSO agree to the following rights consistent with this contractual relationship.**
 - * SCSO has the right to perform services for others during the term of this Agreement
 - * SCSO has the authority to control and direct the means, manner and method by which the services required by the Agreement will be performed, with oversight by LCSO.
 - * LCSO agrees that SCSO shall perform the services required by this Agreement.
 - * At LCSO's discretion, LCSO employees may assist the Lincoln County Emergency Management and Homeland Security Support Coordinator with matters requiring data collection or other local coordination or assistance.

- * SCSO is not responsible for the errors, acts or omissions of LCSO employees.
- * SCSO employees assisting with this contract are ineligible to participate in any employee pension, health, vacation pay, sick pay or any other fringe benefit plan offered by LCSO to its employees.

12. Confidentiality

- * All records will be confidential and will not be viewed by, or released to anyone other than the SCSO employees that are assisting with this contract without expressed permission of the LCSO.

13. Local, State and Federal Taxes

Stevens County shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement.

14. Exclusive Agreement

This is the entire Agreement between the Stevens County Sheriffs Office and LCSO effective January 1, 2013.

15. Modifying this Agreement

LCSO and SCSO recognize that if any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

16. Notices

All notices and communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered to the recipient's addresses as stated below:
 Stevens County Sheriffs Office
 Attn: Sheriff Kendle Allen
 PO Box 186 Colville, WA 991114
 Work # 509.685.5296
 Office # 509.684.2836
 e-mail: kallen@co.stevens.wa.us

Lincoln County Sheriffs Office
 404 Sinclair Street
 Attn: Sheriff Wade Magers
 PO Box 367
 Davenport, WA 99122 Davenport, WA 99122

- * Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated above, or

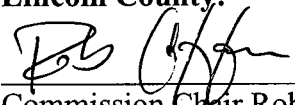
- * When sent by fax to the last fax number of the recipient known to the party giving notice.
- * Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

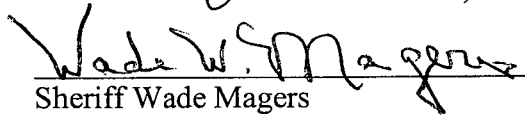
17. Legal
 This Agreement will be governed by the laws of the State of Washington. The venue for any legal action pursuant to this agreement shall be in Lincoln County, Washington.

18. Assignment and Delegation
 Neither the SCSO nor LCSO may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

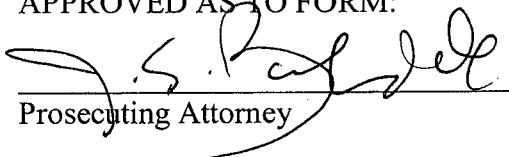
SIGNATURES:

Lincoln County:


 Commission Chair Rob Coffin, 6-18-12
 Date

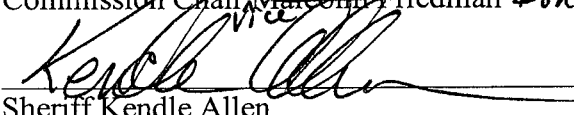

 Sheriff Wade Magers 6/12/12
 Date

APPROVED AS TO FORM:

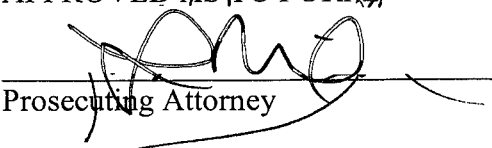

 Prosecuting Attorney 6/14/12
 Date

Stevens County:


 Commission Chair Malcolm Friedman ~~Don Dashiell~~ 7-17-2012
 Date


 Sheriff Kendle Allen 7-11-12
 Date

APPROVED AS TO FORM:


 Prosecuting Attorney 7/11/2012
 Date

APPENDIX A

Title: Lincoln County Emergency Management and Homeland Security Support Coordinator (SAA)
Reports To: Sheriff Wade Magers
Reporting Mechanism: Detailed billing outlining services provided will be submitted quarterly.

Primary Responsibilities:

- Assist in supporting Lincoln County's emergency management plans, including the Comprehensive Emergency Management Plan (CEMP), Hazard Identification and Vulnerability Assessment (HIVA), and updating as required.
- Assist in building Lincoln County's Emergency Management Performance Grant.
- Assist in supporting Lincoln Emergency Management functions, under the direction of the Lincoln County Sheriff/Emergency Management Director Wade W. Magers.
- Assist in building Lincoln County's Homeland Security (HLS) grants budgets
- Assist in requesting, reviewing, and revising Lincoln County HLS/E.M. contracts.
- Assist in maintaining appropriate documentation for each specific HLS grant:
 - Submit equipment approvals to Washington State Emergency Management
 - Provide equipment approval notification to Sheriff
 - Assist with equipment procurement and documentation
 - Provide the appropriate documentations to the appropriate County official for State EMD reimbursement (A-19s).
- Submit the semi-annual National Incident Management System (NIMS) report for Lincoln County and all required documents per Emergency Management/H.L.S. Maintain all necessary paperwork to include grant application, contracts, billings, reimbursements, inventory, audit documents in organized files with originals at the L.C.S.O.
- Provide technical assistance for HLS grants and other potential grant opportunities.
- Represent Lincoln County at appropriate meetings, in the absence of the Emergency Management Director/ Sheriff Magers.