

**INTERLOCAL AGREEMENT FOR EMERGENCY  
MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this 8 day of December, 2020, by and between SPOKANE COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF Cheney, a municipal corporation of the State of Washington (the "City" or the "Town") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**RECITALS**

- A. The County has established Spokane County Emergency Management (hereinafter "SCEM") as an emergency management agency within the Spokane County Sheriff's Office pursuant to Chapter 1.08 SCC.
- B. The County, acting through SCEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.
- C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated July 17, 2012.
- D. The coordinated emergency management services that SCEM provides, augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.
- E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and filed with the County Auditor. The term of this Agreement is three (3) years; and the Agreement shall remain in effect through midnight December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before March 30, 2023. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

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

County's Initial Administrator:

Chandra Fox, Deputy Director  
Spokane County Emergency  
Management  
1121 W Gardner Ave  
Spokane, WA 99201

City's Initial Administrator:

Mark Schuller, City Administrator  
City of Cheney  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule D, which is attached hereto and incorporated herein, upon at least 30 days written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including, but not limited to, the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster. The City shall remain responsible for the provision of all those services identified in Schedule B, attached hereto, as well as any other services the City is

otherwise required by law to perform.

5. Emergency Management Policy Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCEM Emergency Management Policy Board established by SCC 1.08.030. The duties of the Policy Board are set forth in SCC 1.08.030, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2021, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCEM's proposed General Fund budget, minus funding for the Deputy Director, and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2020 version of which attached hereto and incorporated herein at Schedule C. By July 15 of each year, the County shall issue a revision to Schedule C to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2021, the Annual Service Charge shall be set at a rate of \$0.89 per capita. The County agrees to pay the annual service charge assigned to cities and towns that have a population of less than 1,000.

At the end of each calendar year, using the population methodology and actual SCEM costs plus Countywide and Sheriff's Department Indirect Costs from the Law Enforcement Cost Allocation Plan, the County will re-compute each City's actual cost share. Annual adjustments will be made on or before October 31<sup>st</sup> of each year based on actual expenditures for the previous year.

7.2 Invoicing. The Annual Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly

installments on January 31, April 30, July 31, and October 31.

73 Additional Services. If a City elects to receive additional service(s) as described in Schedule D, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

74 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCEM staff currently funded by federal grants. In the event that SCEM receives notice of cuts to federal grants that may jeopardize SCEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Annual Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit,

action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**11. Compliance with Laws.**

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

**12. Early Termination.**

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

**13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

**14. Notices.**

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Performance.**

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

**16. Entire Agreement; Amendment.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

**17. Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**18. Governing Law and Venue.**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Spokane County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

**19. Interpretation.**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**20. Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**21. No Waiver.**

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

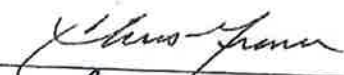
This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

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

**CITY:**  
City of Cheney, a Washington  
municipal corporation

  
JOSH KERNS, CHAIR

By   
Name: Chris Grover  
Title: mayor

  
MARY KUNEY, VICE-CHAIR

Approved as to Form:

**ABSENT**  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
City Attorney

**ATTEST:**

  
Ginna Vasquez, Clerk of the Board





BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING INTERLOCAL )  
AGREEMENTS BETWEEN SPOKANE COUNTY )  
AND MUNICIPALITIES WITHIN SPOKANE )  
COUNTY FOR EMERGENCY MANAGEMENT )  
SERVICES THROUGH SPOKANE COUNTY )  
EMERGENCY MANAGEMENT )

**RESOLUTION**

**WHEREAS**, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

**WHEREAS**, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington (“Board” or “Board of County Commissioners”); and

**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 the provisions of Spokane County Code Chapter 1.08, the Board of County Commissioners established Spokane County Emergency Management (“SCEM”) as an emergency management agency within the Spokane County Sheriff’s Office; 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. Consistent with RCW 38.52.070, the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Spokane Valley, Town of Latah, Town of Millwood, and Town of Rockwood (“Parties”) are authorized and directed to establish local organization for emergency management in accordance with the Washington State Comprehensive Emergency Manage Plan and Program; 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**, the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Spokane Valley, Town of Latah, Town of Millwood, and Town of Rockwood (“Parties”) have previously entered into various interlocal agreements with Spokane County wherein SCEM would provide certain emergency management services, the most recent interlocal agreement executed under Spokane County Resolution No. 2012-0169, on February 28, 2012, (“ILA”); and

**WHEREAS**, the Parties desire to enter into new interlocal agreements to supersede and replace the ILA executed under Spokane County Resolution No. 2012-0169, on February 28, 2012.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.01.030, RCW 36.32.120(6), chapter 39.34 RCW and RCW 38.52.080, that either the Chairman of the Board, or a majority of the Board, Chief Executive Officer, Chief Operations Officer, Chief Budget Officer or the Deputy Director of the Spokane County Emergency Management be and is hereby authorized to execute those documents entitled “INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES,” a copy of which is attached hereto as Attachment “A”, wherein the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Spokane Valley, Town of Latah, Town of Millwood, and Town of Rockwood will individually contract with Spokane County for the receipt of emergency management services from the SCEM. The execution of the “INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES” by the entities will supersede and replace the ILA entered into under Spokane County Resolution No. 2012-0169, executed by the Parties on February 28, 2012. The

provision of services by SCEM under the "INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES" will augment, but not supplant the entities responsibilities and obligation under chapter 38.52 RCW.

PASSED AND ADOPTED this 25<sup>th</sup> day of May, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

  
Ginna Vasquez, Clerk of the Board

  
Josh Kerns, Chair

  
Mary L. Kuney, Vice-Chair

**ABSENT**  
Al French, Commissioner



