

#C-7-2009

**INTERLOCAL COOPERATIVE AGREEMENT PROVIDING FOR LINCOLN COUNTY 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 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 homeland security functions and to that end, LCSO requires the services of a Homeland Security 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 Homeland Security Coordinator, upon submission of quarterly itemized billings, LCSO agrees to pay SCSO \$1,000.00 per month for services performed.
- 4. Division of Labor  
Stevens County Deputy Director of Emergency Services will act as the primary point of contact for LCSO.
- 5. Expenses/Travel  
LCSO shall be responsible for any necessary travel expenses incurred by Lincoln County Homeland Security 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.

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 SCSO from the LCSO before expending any funds in excess of the \$1000.00 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 Homeland Security 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 Homeland Security 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.

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  
PO Box 186 Colville, WA 991114  
Work # 509.685.5296  
Office # 509.684.2836  
e-mail: cthayer@co.stevens.wa.us

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

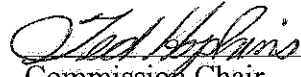
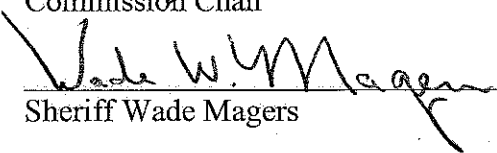
\* Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

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.

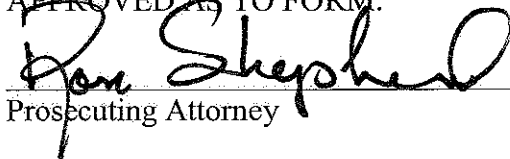
18. Assignment and Delegation  
Neither the SCSO nor LCSO may assign its rights nor delegate its duties under this Agreement without written permission from the other party.

SIGNATURES:

**Lincoln County:**

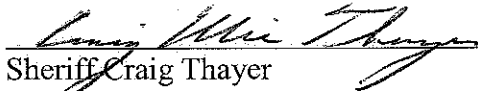
  
Commission Chair \_\_\_\_\_ Date \_\_\_\_\_  
  
Sheriff Wade Magers \_\_\_\_\_ 12/18/08  
Date

APPROVED AS TO FORM:


  
Prosecuting Attorney \_\_\_\_\_ 12/18/08  
Date

**Stevens County:**

  
Commission Chair \_\_\_\_\_ 1/12/09  
Date

  
Sheriff Craig Thayer \_\_\_\_\_ 1-12-2009  
Date

APPROVED AS TO FORM

  
Lloyd Nickel – Prosecuting Attorneys' Office \_\_\_\_\_ 1/5/09  
Date

## **APPENDIX A**

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

### **Primary Responsibilities:**

- Assist in building Lincoln County's Homeland Security (HLS) grants budgets
- Assist in requesting, reviewing, and revising Lincoln County HLS 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 appropriate Biannual Strategic Implementation Reports (BSIR) for Lincoln County. Currently, it would include grants from 2005, 2006 and 2007.
- Submit the semi-annual National Incident Management System (NIMS) report for Lincoln County.
- Provide technical assistance for HLS grants and other potential grant opportunities.
- Represent Lincoln County at appropriate meetings, in the absence of Sheriff Magers.