INTERLOCAL AGREEMENT FOR WALLA WALLA COUNTY
EMERGENCY MANAGEMENT DEPARTMENT

THIS AGREEMENT was revised and entered into this January 17, 2017, by and between the
County of Walla Walla, a Municipal corporation of the State of Washington, hereinafter referred to as
“County” and the Cities of College Place, Prescott, Waitsburg, and Walla Walla, Municipal corporations
of the State of Washington, hereinafter referred to as “Cities”.

WITNESSETH:

WHEREAS, RCW 38.52.070 directs local governments to establish and organize an emergency
management organization and provides for a local emergency management organization in which two or
more political subdivisions may join for the establishment and operation thereof, and

WHEREAS, the Board of County Commissioners of Walla Walla County, Washington, has
agreed to manage the joint operation of an emergency management organization as provided by RCW
38.52.070. and

WHEREAS, the declared purposes of this agreement are to provide for the preparation and
carrying out of plans, including mock or practice drills, for the protection of persons and property within
this county in the event of a disaster, and to provide for the coordination of the emergency functions of
this county with all other public agencies and affected private persons, corporations, and organizations, and

WHEREAS, any expenditures made in connection with such emergency management activities,
including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the
direct protection and benefit of the inhabitants and property of Walla Walla County and its participating,
incorporated cities and towns, and

WHEREAS, the term "emergency management" denotes activities relating to mitigation,
preparedness, response and recovery of or from natural and technological hazards that have the potential
to severely affect people, property, the environment and the economic vitality of Walla Walla County and
the Cities.

WHEREAS, these functions are to include, but are not limited to, fire fighting, law enforcement,
emergency medical, radiological, chemical and other special weapons defense, evacuation of persons
from stricken areas, emergency transportation, existing or properly assigned functions of plant protection,
temporary restoration of public utility services and other functions related to civilian protection, together
with all other activities necessary or incidental to the preparation for and carrying out of the foregoing
functions,
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES, IT IS AGREED AS FOLLOWS:

1. CONTINUATION:

   (A) There will continue to be a joint local organization for emergency management, to be composed of Walla Walla County, Washington, and its participating incorporated cities and town, which is known as the "Walla Walla County Emergency Management Department." The Department is under the supervision of the Walla Walla Board of County Commissioners.

   (B) This joint organization shall continue its existence upon approval of this agreement by the Board of Walla Walla County Commissioners. Thereafter any incorporated city or town within Walla Walla County may become a participating member upon the adoption of a resolution by its legislative body to that effect and agreeing to the provisions hereof and the deposit with the Director of Walla Walla County Emergency Management of a duly executed copy of this agreement.

   (C) If a political subdivision declines to contribute its fair and equitable share to said joint emergency management organization, in accordance with RCW 38.51.070 (l) it is directed to otherwise establish its own emergency management organization as required by said RCW and to comply with statutory guidelines for its operation.

   (D) The operation of said joint organization shall be conducted through county administrative offices. There is to be continued a special pooled fund to be administered by the Treasurer of Walla Walla County, which fund is known as the "Walla Walla County Emergency Management Fund," into which are deposited all funds received for the account of this joint organization and from which shall be paid all proper claims as allowed by the Board of Walla Walla County Commissioners in accordance with RCW, 36.22.050 and any other applicable statutes.

   (E) The participating members' contributions to the Emergency Management Fund shall be based in proportion to the assessed property valuations of the Emergency Management budget that is not reimbursed by the Federal or State Government. The charges shall be payable annually or semi-annually, within ten days of the beginning of each calendar half. In the event of an emergency resulting in the necessity of carrying out of emergency functions for the preservation and protection of lives and/or property, the cost of emergency functions above and beyond the permanent staff and facilities of the Emergency Management Department shall be borne by the participating member or members affected by such emergency and promptly remitted to the Emergency Management Fund, provided that the Director shall obtain approval of the executive head of the affected political subdivision at the earliest opportunity. If in any case the Emergency Management Executive Board cannot agree upon the proper division of cost,
the matter shall be referred to the State Emergency Management Council for arbitration. Its decision shall be binding.

(F) An annual budget shall be prepared by the Director, subject to the approval of the EMEB, for final adoption by the Walla Walla County Commissioners.

(G) The Emergency Management Department may accept gifts, grants, or loans of money, equipment or services from any lawful source and perform all functions authorized by law to be performed by departments of emergency management.

(H) Each party to this agreement shall to the extent of the law, indemnify and hold harmless each of the other parties, their officers, agents, contractors, servants, and employees and any and all claims of third parties from any and all liability for such losses, expenses, damages, personal injury or death arising out of assistance rendered pursuant to this agreement. All such claims and related rights are hereby expressly waived.

2. EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB):

(A) Membership. In accordance with RCW 38.52.070, the Walla Walla County Emergency Management Executive Board (EMEB) shall consist of the County Commissioners, the mayors of each participating incorporated city, the Walla Walla City Manager, the College Place City Administrator, and the Waitsburg City Administrator for a total of ten voting members. The Chair of the Board of County Commissioners shall serve as Chair of the EMEB. The Director shall be an ex-officio, non-voting member and shall serve as Vice-Chair. Mayors may appoint another council member to represent their jurisdiction.

(B) Powers and Duties. The EMEB shall perform all duties imposed by statute upon executive heads of emergency management departments. It shall review and recommend for adoption emergency management and mutual aid plans and agreements and such resolutions and rules and regulations as are necessary to implement such plans and agreements. It shall do all things herein provided and/or reasonably necessary to the accomplishments of the purposes hereof.

(C) EMEB Chair Powers and Duties. In the event of a disaster declared by the Governor of the State of Washington as provided by law, the EMEB Chair shall be empowered and may designate staff to:

(1) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster provided the following procedures are followed. When the EMEB Chair determines it is necessary to request the assistance of a party or parties to this agreement, under the terms of this agreement, the EMEB Chair is authorized to do so. The EMEB Chair shall specify the personnel, vehicles and the equipment needed and the EMEB Chair, through the agency’s commanding officer or the authorized subordinates shall take the following actions:
(a) Immediately determine if apparatus and personnel can be spared in response to the request.

(b) Determine the apparatus and personnel to be most effectively dispatched in response to the request.

(c) Determine if existing mutual aid agreements can provide needed resources.

(d) Identify the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement.

(e) Immediately dispatch available apparatus, equipment and personnel that, in the judgment of the commanding officer or the authorized subordinates who received the request, should be sent, taking into consideration the vehicles and equipment requested by the EMEB Chair’s request for aid.

(f) In the event no agency commanding officer or authorized subordinate is available, the EMEB Chair may authorize an agency, personnel, vehicles and equipment as needed to address a declared emergency.

(g) Such rules, actions and regulations must be confirmed at the earliest practicable time by the EMEB

(2) Within the constraints above, require the services of any county or city officer or employee to command the aid of as many citizens as he/she considers necessary in the execution of his/her duties such persons being entitled to all privileges, benefits and immunities as are provided by State law for registered emergency workers.

(3) Execute all of the special powers conferred upon him/her by this agreement or by resolution adopted pursuant thereto, by powers conferred upon him/her by statute, or by agreements approved by the EMEB or by other lawful authorities.

(D) **Quorum and Meetings.** Six (6), or more, of the members of the EMEB shall constitute a quorum. Any meeting in which a budget is to be adopted or a financial obligation is to be assessed to a member thereof shall require a quorum. The EMEB shall meet on a quarterly basis to review the Emergency Management organization and plans. Meeting dates and times will be published by the Emergency Management Department prior to each meeting. Other meetings of the EMEB shall be called by the Chair or Vice-Chair or by a majority of the members of the EMEB. Any EMEB member may call emergency meetings with adequate notice to all members.

(E) **Division, Services and Staff.** The EMEB shall prescribe divisions and services, assign functions, duties and powers as it deems appropriate. Insofar as possible, the form of
organization, titles and terminology shall conform to the recommendations of the federal government and the Emergency Management Division of the State of Washington.

3. **EMERGENCY MANAGEMENT COUNCIL (EMC) / LOCAL EMERGENCY PLANNING COMMITTEE (LEPC):**

   (A) The Emergency Management Council (EMC) may be composed of representatives and users from organizations such as:

   (1) All Law Enforcement Agencies within the County
   (2) All Fire Departments and Districts
   (3) All Hospitals
   (4) County Coroner
   (5) County and City Public Works Departments
   (6) County Health Officer
   (7) All City/County Ambulances
   (8) City and County Building Officials
   (9) County Emergency Medical Services Director
   (10) Valley Transit
   (11) Volunteer Organizations such as American Red Cross, Amateur Radio, Civil Air Patrol, Salvation Army etc.
   (12) Utility Company Representatives
   (13) Tier Two Facility Representatives (facilities which store hazardous materials which meet the Emergency Planning & Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act (SARA) reporting requirements)
   (14) Other Representatives as Designated by the EMC / LEPC

   (B) The EMC shall assist and cooperate with the Director of Emergency Management in the development of emergency plans, exercises, and training operations. The EMC shall meet bi-annually, unless the Emergency Management Director calls additional or less frequent meetings.

   (C) The Emergency Management Communications Advisory Board (EMCAB), made up of public safety agencies including fire and law enforcement, shall provide advisory services to Walla Walla County Emergency Management Department. The advisory council will assist, advise and cooperate with the Director of EMD in the development of budget, plans, exercises, training and special projects related to mitigation, preparedness, response and recovery. Advice and recommendations from the advisory council will be forwarded by the Director of Emergency Management to the EMEB for final decision.
4. **DIRECTOR OF EMERGENCY MANAGEMENT POWERS AND DUTIES:**

(A) The Director shall be responsible for the Walla Walla County Emergency Management Department and the coordination and development of the overall emergency management activities. The Director shall report to the Board of County Commissioners for general management of the Department and to the Chair of the EMEB during emergency situations. The Director shall employ staff to carry out the day-to-day functions of the Department.

(B) Subject to the directions of the EMEB, the Director is hereby empowered and directed to:

1. Employ and supervise staff per Walla Walla County employment contracts and policies.
2. Direct coordination and cooperation between divisions, services jurisdiction, and to resolve questions of authority and responsibility that may arise between them.
3. Designate and direct staff in accomplishing the following:
   a. Coordinate the efforts of the emergency management organization for the accomplishment of the purposes of this agreement.
   b. Prepare and maintain a Comprehensive Emergency Management Plan (CEMP) for Walla Walla County and its participating cities and towns, conforming to the state emergency management plans and programs.
   c. Represent the emergency management organization in all dealings with public or private agencies during a disaster or emergency as well as during the recovery phase.
   d. Keep and maintain an inventory of all goods, supplies and equipment of the Emergency Management 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.

5. **SERVICES TO BE PROVIDED TO PARTICIPATING JURISDICTIONS:**

The Walla Walla County Department of Emergency Management shall provide service, equipment and personnel to participating political jurisdictions to assist them in effecting emergency operational plans and programs, to include the following:

(A) Provide an emergency management organization to coordinate operational activities and to minimize death, injury and damages for periods before, during and after an enemy attack, natural disaster or man-caused disaster.

(B) Provide a Comprehensive Emergency Management Plan (CEMP) that provides guidance, policies and lists responsibilities for mitigation, response, preparedness and recovery from a disaster.
(C) Coordinate local emergency management planning with the Federal Government, State of Washington, neighboring counties, military organizations and other support agencies.

(D) Coordinate with and assist jurisdictions and agencies in preparing, updating and executing mutual aid agreements.

(E) 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 management channels.

(F) Recruit, register and identify emergency workers and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency management duty.

(G) Establish and maintain training and public information programs.

(H) Identify protection measures for the population against the hazards of radioactivity, chemical stockpile disposal and release of hazardous materials through the development of relocation and shelter in place programs.

(I) Provide emergency disaster control and coordination through the designated Emergency Coordination Center.

(J) Develop a system for warning the general public and to provide for information and guidance to the general public.

(K) Ensure that local communications systems can be utilized to the maximum extent practicable during emergencies and that a capability can be maintained for communicating with the State Emergency Operations Center.

(L) Provide support for search and rescue operations.

(M) Provide normal office procedures, correspondence and inventories.

6. **DURATION:**

This agreement shall remain in full force and effect for a period of five (5) years from date of adoption by the Walla Walla County Board of Commissioners. This agreement shall be deemed to be in force unless notice is received from any party at least six (6) months prior to a requested termination date.

7. **WITHDRAWAL OR CANCELLATION:**

Any participating party to this agreement shall have the right to withdraw from this agreement by providing six-month written notice, which shall be effective at 11:59 PM on December 31st of the year in which the notice of withdrawal is tendered. Notice shall be delivered to the Director. Withdrawal by Walla Walla County shall constitute cancellation of this agreement in its entirety. Withdrawal by any other party will not trigger a termination of this Agreement for the other parties.
Emergency Management Interlocal Agreement
Between Walla Walla County and the Cities of College Place, Prescott, Waitsburg, and Walla Walla

PROPERTY DISPOSAL UPON WITHDRAWAL OR AGREEMENT CANCELLATION:

(A) No real property ownership or acquisition is anticipated. Property, for purpose of this section, refers to personal property only.

(B) Federal or State-owned properties shall be disbursed in accordance with appropriate federal or state guidelines.

(C) Items loaned to the Emergency Management Department by a participating member shall be returned to that member upon that member's withdrawal from this agreement, upon this agreement’s cancellation, or upon the expiration of this agreement.

8. SAVINGS CLAUSE:

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.