

**BOARD OF COUNTY COMMISSIONERS
Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION
OF INTERGOVERNMENTAL/
JURISDICTIONAL AGREEMENT WITH
WASHINGTON STATE REGION 7**

RESOLUTION No. 14-076-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Washington State Region 7 Emergency Management Council is comprised of the counties of Chelan, Douglas, Grant, Kittitas, Okanogan, and the Cities of Wenatchee and East Wenatchee, and the Confederated Tribes of the Colville Reservation, jurisdictions created and situated within the State of Washington, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

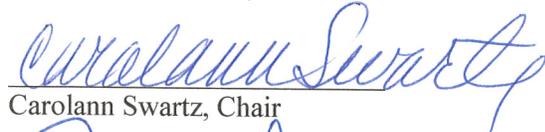
WHEREAS, it is the desire of Grant County and the above-named jurisdictions comprising the Washington State Region 7 Emergency Management Council to enter into an interlocal agreement for the purpose of joint participation in Homeland Security and Emergency Management "All Hazards" planning and preparedness programs contemplated by and between all eight (8) jurisdictions, when such activities and efforts are determined to be in the mutual best interests of the parties.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement #2014, also known as the Washington State Region 7 Emergency Management Council Interlocal Agreement of October 2014, be executed by and between Grant County and the counties of Chelan, Douglas, Kittitas, Okanogan, and the Cities of Wenatchee and East Wenatchee, and the Confederated Tribes of the Colville Reservation.

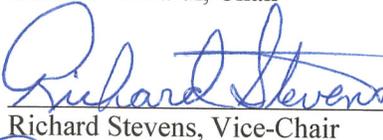
PASSED AND ADOPTED this 8th day of December, 2014.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain



Carolann Swartz, Chair

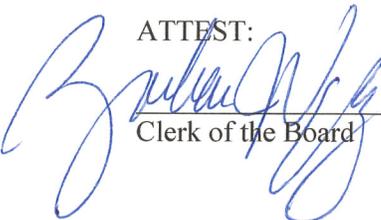


Richard Stevens, Vice-Chair



Cindy Carter, Member

ATTEST:



Clerk of the Board

WASHINGTON STATE REGION 7
EMERGENCY MANAGEMENT COUNCIL
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“ILA”) is entered into by and between the counties of Chelan, Douglas, Grant, Kittitas, Okanogan, and the Cities of Wenatchee and East Wenatchee, and the Confederated Tribes of the Colville Reservation, hereinafter referred to as “Washington State Region 7 Emergency Management Council” (“Council”).

The parties to this ILA recognize and respect the legal status of one another, and further recognize that each has and reserves all rights, powers and remedies now or hereafter existing at law, in equity, or by statute, Treaty, or otherwise.

NOW THEREFORE, in consideration of the mutual covenants, and conditions set forth below, the parties hereto agree as follows:

1. PURPOSE

The formation of the Council is facilitated for the purpose of joint participation in Homeland Security and Emergency Management “All Hazards” planning and preparedness programs contemplated by and between eight (8) designated jurisdictions: the counties Chelan, Douglas, Grant, Kittitas, Okanogan, the cities of Wenatchee and East Wenatchee, and the Confederated Tribes of the Colville Reservation.

2. SIGNATORY

The signatories and executive authorities for this ILA shall be the Chairperson of each County Board of County Commissioners, the Chairperson of each City Council, and the Chair of the Tribal Business Council of the Confederated Tribes of the Colville Reservation. Each signatory may establish an alternate to act on behalf of their membership, and if necessary, act as a substitute concerning Council participation.

3. VOTING AND QUORUM

Each designated jurisdiction shall be entitled to one vote. Representation by a majority of the total membership of designated jurisdictions shall constitute a quorum. Provided: If less than a majority of membership is present at a meeting, the majority of members present may adjourn the meeting from time to time without notice.

For voting purposes, a "majority" shall be defined as more than half of the total voting membership. In the event any proposal or issue obtains an even number of ayes and an even number of nays, such proposal or issue shall be considered defeated.

4. COUNCIL CHAIR AND VICE-CHAIR

The Council shall consist of eight participants; one participant from each designated jurisdiction. One member as elected by a majority vote of the designated representatives shall serve as Council Chair. One member as elected by a majority vote of the designated representatives shall serve as Council Vice-Chair.

The initial Chairperson shall be elected for a one-year term. The Chairperson shall preside at all meetings, shall have general supervision of the affairs of the Council, and shall perform all such other duties as are incident to his/her office or are properly required of him/her by the Council.

The initial Vice-Chairperson shall be elected for a one-year term. The Vice-Chairperson shall keep minutes of all meetings, and shall perform all such other duties as are incident to his/her office or are properly required of him/her by the Council.

The Vice-Chairperson shall automatically commence a one-year term as Chair at the conclusion of each preceding Chairperson's one-year term.

5. REGIONAL COORDINATION

Council requirements for regional coordination shall be carried out by the "Regional Coordinator". One Council member shall serve as Regional Coordinator, the same elected by a majority vote of the designated Council representatives. The Regional Coordinator shall be elected for a term of six months. The Regional Coordinator shall:

- a. Attend meetings for the Regional Leads and Coordinators held monthly by the Washington Military Department, Emergency Management Division;

- b. Be responsible for record keeping and dissemination of information from meetings; and
- c. Provide information of regional activities to any state or local agency requesting such information.

6. MANAGEMENT AND ADMINISTRATION

The Grant County Department of Emergency Management will continue with Management and Administrative duties until the closeout of the Washington State Military Department Homeland Security Agreement FFY13, E14-150; and any prior Washington State Military Department Homeland Security Grant Agreement, FY11 E12-183; FY12, E13-149; FY 13, E14-150. Beginning with the FY 2014 Homeland Security Grant Program, each Region 7 County shall deal directly with the Washington State Military Department Homeland Security Section. Each participating county will be responsible for their individual county's management and administration functions associated with this agreement.

No new or separate legal or administrative entity is created to administer the provisions of this ILA. This ILA shall be administered by the participating jurisdictions.

7. FUNDING

The Council shall submit one Homeland Security Grant Investment Justification application to the Washington State Military Department, Emergency Management Division on a yearly (FFY) basis. All Homeland Security Grant funds shall have an approved allocation methodology developed by the Council, prior to the issue of an agreement with Washington State Military Department, Emergency Management Division. See Appendix "A" below. Homeland Security Grant funds will not replace or supplant funds that have been budgeted for the same purpose through non-Federal sources. Washington State Military Department, Emergency Management Division shall contract directly with each county for issue of a Homeland Security Grant Agreement, to wit: "Each County will be responsible for funding requests made by jurisdictions (cities) within their own County, utilizing their own annual allocated grant funds for such purposes. See Appendix "A" concerning county allocation methodology.

8. SERVICE PROVISIONS

The Washington State Military Department receives grant funding each year from the U.S. Department of Homeland Security/Federal Emergency Management Agency through the Homeland Security Grant Program. The Homeland Security Grant Program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The Homeland Security Grant Program allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

9. AGREEMENT PERIOD

This ILA is effective upon signature by the parties, and shall remain in effect for the remainder of the calendar year in which it is signed. This ILA shall renew automatically from year to year effective January 1st to December 31st of each calendar year, for a total period of five years, unless notice in writing is given by any one party prior to December 31st of any year to all the other parties requesting changes or to terminate this Agreement. This ILA shall terminate at the end of the initial five year period unless earlier terminated as set forth herein or the parties elect to extend this ILA beyond the five year period. Such extension must be in writing and memorialized by the parties. Pursuant to Revised Code of Washington 39.43.040, each participating County shall record a copy of this ILA with their respective Auditor's office.

10. EVALUATION AND MONITORING

The Washington State Military Department, Emergency Management Division will monitor the activities of the each Region 7 County from award to closeout. The goal of the Department's monitoring activities will be to ensure counties receiving federal pass-through funds are in compliance with the Homeland Security Grant Agreement.

11. NONDISCRIMINATION

There shall be no discrimination against any employee who is paid by funds through this ILA or against any applicant for such employment because of race, color, religion, handicap,

marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

12. AMENDMENTS

This Agreement may only be modified by a written agreement signed by the parties' legislative authorities.

13. WAIVER

The failure of a party to insist upon strict adherence to or performance of any provision of this Agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this Agreement.

14. INDEMNIFICATION

All jurisdictions participating in this to Agreement 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 to the Agreement harmless from any such liability.

15. GOVERNING LAW

This Agreement shall be construed under Washington law.

16. SEVERABILITY

If any term, provision, or condition of this ILA should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this ILA shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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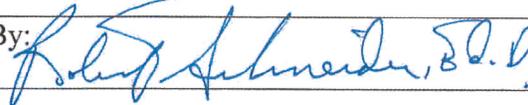
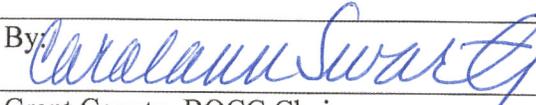
Chelan County

By: _____	By: _____
Title: _____ Director of Emergency Management	Chelan County, BOCC Chair Board of County Commissioners
Date: _____	Date: _____

Douglas County

By: _____	By: _____
Title: _____ Director of Emergency Management	Douglas County, BOCC Chair Board of County Commissioners
Date: _____	Date: _____

Grant County

By: 	By: 
Title: _____ Director of Emergency Management	Grant County, BOCC Chair Board of County Commissioners Carolann Swartz, BOCC Chair
Date: <u>12-2-2014</u>	Date: <u>12-8-2014</u>

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Kittitas County

By: _____	By: _____
Title: _____ Director of Emergency Management	Kittitas County, BOCC Chair Board of County Commissioners
Date: _____	Date: _____

Okanogan County

By: _____	By: _____
Title: _____ Director of Emergency Management	Okanogan County, BOCC Chair Board of County Commissioners
Date: _____	Date: _____

City of Wenatchee

By: _____	By: _____
Title: _____ Director of Emergency Management	City of Wenatchee Mayor
Date: _____	Date: _____

City of East Wenatchee

By: _____	By: _____
Title: _____ Director of Emergency Management	City of East Wenatchee Mayor
Date: _____	Date: _____

Confederated Tribes of the Colville Reservation

By: _____	By :
Title: _____ Director of Emergency Management	Tribal Business Council Chair
Date: _____	Date: _____

APPENDIX "A"

REGION 7 FUNDING FORMULA: "The proposal that was agreed to and approved by Council Vote is that the 2004 Homeland Security Grant Funds will be allocated on a 50% even split for each County and 50% allocated on the population of the County (Region 7 Homeland Security Council Conference, March 5, 2004, Ellensburg, WA)." Meeting minutes are on file with the Grant County Department of Emergency Management.

The above adopted FORMULA is reflected in the Washington State Military Department HOMELAND SECURITY GRANT AGREEMENTS for the FY 2014 SHSP Homeland Security Grant Funds allocated to Chelan, Douglas, Grant, Kittitas, and Okanogan Counties. 5% of Region 7's total State Grant Award designated for grant administration for FY 2014 SHSP was divided equally among the five Counties referenced above. Each County is responsible for the administration of their State grant agreements and contracts.

Note: To date, no other existing agreed upon Region 7 FUNDING FORMULAS have been provided and/or produced for this ILA.