

INTERLOCAL AGREEMENT FOR WALLA WALLA COUNTY
EMERGENCY MANAGEMENT DEPARTMENT

THIS AGREEMENT was revised and entered into this July 19, 2022, 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 Cities, and

WHEREAS, the term "emergency management" denotes activities relating to the preparation for and the carrying out of all emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters that have the potential to severely affect people, property, the environment and the economic vitality of Walla Walla County and the Cities. And to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress, and

WHEREAS, these functions are to include, but are not limited to, firefighting, 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, and

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 38.52.070 (I) 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 sufficient to maintain an annual budget ending balance equal to 15% of Emergency Management’s annual budget (expenditures). The proportion of assessed property valuations shall be calculated annually as part of the Emergency Management budget preparation with current figures from the Walla Walla County Assessor. The charges shall be payable annually or semi-annually, within 30 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 Council¹ 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) Incident Command System. It is understood that the Incident Command System (ICS) will be utilized for multiagency/multi-jurisdiction operations. The Incident Command System establishes common standards in organization, terminology, and procedures; and provides a means (unified command) for the establishment of a common set of incident objectives and strategies during multiagency/multijurisdictional operations while maintaining individual agency/jurisdiction authority, responsibility, and accountability. The Incident Commander (IC) assumes the primary leadership function at the incident location.
- (D) 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 <https://mil.wa.gov/emergency-management-council>

- (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.
 - (2) 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 through communication with the Incident Commander or the authorized subordinates take the following actions:
 - (a) Determine, in consultation with the Emergency Management Director and/or the Incident Commander, if existing mutual aid agreements can provide needed resources.
 - (b) Identify the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the Incident Commander.
 - (c) In the event no Incident Commander or authorized subordinate is available, the EMEB Chair may authorize an agency, personnel, vehicles, and equipment as needed to address a declared emergency.
 - (d) Such actions must be confirmed at the earliest practicable time by the EMEB.
 - (3) 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 Chapter 38.52 RCW and federal and state emergency management regulations for registered emergency workers.
 - (4) 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.
- (E) Quorum and Meetings. Those members of the EMEB present shall constitute a quorum for the transaction of emergency management business at any regularly scheduled meeting. 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 of 6 members of the EMEB at the first meeting convened for that purpose. If a quorum is not present, a special meeting will be called two (2) weeks after the scheduled meeting where it may be voted on by the members present regardless of a six-person quorum being present. 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.

- (F) 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. LOCAL EMERGENCY PLANNING COMMITTEE (LEPC):

- (A) The Local Emergency Planning Committee (LEPC) 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 LEPC
- (B) The LEPC shall assist and cooperate with the Director of Emergency Management in the development of emergency plans, exercises, and training operations. The LEPC shall meet quarterly 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) As required by RCW 38.52.030(3), 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 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.

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.

RECORD OF CHANGES

Emergency Management Interlocal Agreement
Between Walla Walla County and the Cities of College Place, Prescott, Waitsburg, and Walla Walla

<u>DESCRIPTION</u>	REFERENCE	REVISION DATE
Changed EMERGENCY MANAGEMENT ADVISORY COUNCIL (EMAC) to EMERGENCY MANAGEMENT COUNCIL (EMC)	Section 3.(B)	October 2009
Changed all references to EMAC to EMC. Deleted the word “advise” from first sentence of the paragraph to read “The EMC shall assist and cooperate with the Director...”		October 2009
Changed meeting frequency to quarterly instead of bi-monthly.	2.(E)	October 2009
Added new paragraph to assign advisory role for the Emergency Management Department to the Emergency Management Communication Advisory Board (EMCAB), as decided by EMEB.	3.(C)	October 2009
Waitsburg City Administrator added to Emergency Management Executive Board.	2.(A)	January 2017
Quorum changed from five (5) members to six (6) members.	2.(D)	January 2017
Added Local Emergency Planning Committee (LEPC).	3.	January 2017
Changed paragraph to: “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.”	7.	January 2017
Links imbedded in RCW references throughout document		January 2022
Added: “The proportion of assessed property valuations shall be calculated annually as part of the Emergency Management budget preparation with current figures from the Walla Walla County Assessor.”	1.(E)	January 2022
Changed terms of payment of interlocal fees from 10 days to 30 days	1.(E)	January 2022
Added Incident Command System verbiage	2.(C)	January 2022
Updated EMEB Chair request for assistance verbiage to include consultation with Emergency Management Incident Commander (IC) consultation and eliminate functions performed on scene by IC during a disaster.	2.(D)(2)	January 2022
Changed ‘State law’ to ‘Chapter 38.52 RCW and federal and state emergency management regulations’ to match language in RCW	2(D)(3)	January 2022
Updated language for Quorum and Meetings: “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 of 6 members of the EMEB at the first meeting convened for that purpose. If a quorum is not present, a special meeting will be called two (2) weeks after the scheduled meeting where it may be voted on by the members present regardless of a six-person quorum being present.”	2.(E)	January 2022

RECORD OF CHANGES

Emergency Management Interlocal Agreement
Between Walla Walla County and the Cities of College Place, Prescott, Waitsburg, and Walla Walla

<u>DESCRIPTION</u>	REFERENCE	REVISION DATE
Removed references to Emergency Management Council (EMC) and replaced with Local Emergency Planning Committee (LEPC).	3.	January 2022
Added reference to RCW 38.52.030 (3) requiring a Comprehensive Emergency Management Plan.	4.	January 2022
Removed 'chemical stockpile disposal' since CSEPP program is no operational at the Umatilla Chemical Depot.	5.(H)	January 2022
Changed Interlocal Fee calculation valuations from: "...the Emergency Management budget that is not reimbursed by the Federal or State Government" to "sufficient to maintain an annual budget ending balance equal to 15% of Emergency Management's annual budget (expenditures)"	1.(E)	August 2023

City of College Place, Washington
RESOLUTION NO. 23-062

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING UPDATED INTERLOCAL AGREEMENT BETWEEN JURISDICTIONS FOR THE WALLA WALLA COUNTY EMERGENCY MANAGEMENT DEPARTMENT

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, local governments can establish an emergency management organization that provides services to multiple governments via RCW 38.52.070; and

Whereas, the original Interlocal Agreement that established this Department was created in October 2009; and

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

1. Directs the Mayor or designee to sign the update to the Emergency Management Interlocal Agreement.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 14th day of November, 2023.

DocuSigned by:

Norma L. Hernández

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Norma L. Hernández, Mayor

Attest:

DocuSigned by:

Sherri St. Clair

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Sherri St. Clair, City Clerk

RESOLUTION NO. 2023-06

WHEREAS, Section 38.52.070 of the Revised Code of Washington (RCW) authorizes and directs political subdivisions to establish a local organization for emergency management; and

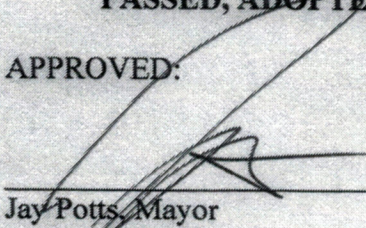
WHEREAS, RCW 38.52.070 provides for a local emergency management organization in which two or more political subdivisions may join for the establishment and operation thereof; and

WHEREAS, Walla Walla County and the cities of College Place, Prescott, Waitsburg, and Walla Walla desire to continue the current local emergency management organization and desire to replace the Interlocal Agreement dated January 1, 2017.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Prescott hereby approves the Interlocal Agreement for Walla Walla County Emergency Management Department dated August 14, 2023.

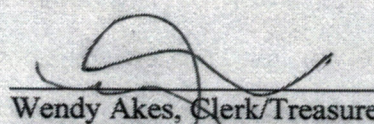
PASSED, ADOPTED, AND APPROVED this 13th day of November, 2023.

APPROVED:



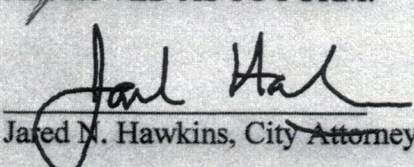
Jay Potts, Mayor

ATTEST:



Wendy Akers, Clerk/Treasurer

APPROVED AS TO FORM:



Jared M. Hawkins, City Attorney

RESOLUTION NO. 2023-771

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAITSBURG,
WASHINGTON, IN THE MATTER OF APROVING A REVISED INTERLOCAL
AGREEMENT WITH WALLA WALLA COUNTY EMERGENCY MANAGEMENT
DEPARTMENT**

WHEREAS, Section 38.52.070 of the Revised Code of Washington (RCW) authorizes and directs political subdivisions to establish a local organization for emergency management; and

WHEREAS, RCW 38.52.070 provides for a local emergency management organization in which two or more political subdivisions may join for the establishment and operation thereof; and

WHEREAS, currently Walla Walla County and the cities of College Place, Waitsburg, Prescott and Walla Walla participate and partner in said emergency management organization, for the benefit, safety and welfare of citizens of the County; and

WHEREAS, Walla Walla County and the cities of College Place, Waitsburg, Prescott and Walla Walla desire to continue the current local emergency management organization and a revised interlocal agreement for Walla Walla County Emergency Management has been prepared and presented for approval; and

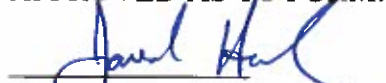
NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Waitsburg hereby approves the Interlocal Agreement for Walla Walla County Emergency Management Department dated July 19, 2023 be approved and adopted, said agreement to remain in full force and effect for a period of five (5) years from the date of adoption.

PASSED, ADOPTED AND APPROVED this 20th of September, 2023.


APPROVED:


Mayor Marty Dunn

APPROVED AS TO FORM:


City Attorney Jared Hawkins

ATTEST:


City Clerk Randy Hinchliffe

RESOLUTION NO. 2022-108

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF WALLA WALLA TO EXECUTE AN AMENDED INTERLOCAL AGREEMENT WITH WALLA WALLA COUNTY AND THE CITIES OF COLLEGE PLACE, PRESCOTT, AND WAITSBURG REGARDING LOCAL EMERGENCY MANAGEMENT

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, chapter 39.34 of the Revised Code of Washington authorizes political subdivisions to enter into intergovernmental agreements; and

WHEREAS, the Walla Walla City Council passed City Resolution 2005-04 on January 12, 2005 authorizing execution of an interlocal agreement between the County of Walla Walla and the cities of College Place, Prescott, Waitsburg and Walla Walla for the continued operation of a local emergency management organization; and

WHEREAS, the interlocal agreement has been revised and extended over the years; and

WHEREAS, the Walla Walla City Council passed City Resolution 2022-99 on August 24, 2022 authorizing execution of a revised interlocal agreement between the County of Walla Walla and the cities of College Place, Prescott, Waitsburg and Walla Walla for the continued operation of a local emergency management organization;

WHEREAS, an amended interlocal agreement between the County of Walla Walla and the cities of College Place, Prescott, Waitsburg and Walla Walla for the continued operation of a local emergency management organization has been presented to the City of Walla Walla; and

WHEREAS, the Walla Walla City Council has considered said agreement during a regularly and duly called public meeting of said Council, has given said agreement careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by the execution of said agreement,

NOW THEREFORE, the City Council of the City of Walla Walla do resolve as follows:

Section 1: The terms of a certain an interlocal agreement between the County of Walla Walla and the cities of College Place, Prescott, Waitsburg and Walla Walla for the continued operation of a local emergency management organization are hereby accepted on behalf of the City of Walla Walla, and the City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute said agreement on behalf of the City of Walla Walla.

Section 2: That the City Manager of the City of Walla Walla is hereby authorized

and empowered to execute amendments to the interlocal agreement authorized by section 1 of this resolution on the following conditions: (a) the content of any amendment executed by the Walla Walla City Manager shall comply with the Washington Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, (b) no amendment executed by the Walla Walla City Manager shall relieve the City of Walla Walla from compliance with enactments of the Walla Walla City Council or any other obligation or responsibility imposed by law except that to the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an interlocal agreement, such performance may be offered in satisfaction of the obligation or responsibility, (c) any amendment executed by the City Manager shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following execution of the amendment, and (d) any amendment executed by the City Manager must provide that it may be revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council.

Section 3: The Walla Walla City Clerk is hereby authorized and directed to attest and file, if necessary, a copy of the interlocal agreement executed in accordance with section 1 of this resolution, and, unless revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council, any amendment to the interlocal agreement executed and reported in accordance with section 2 of this resolution as required by Section 39.34.040 of the Revised Code of Washington and prior to its entry in force.

PASSED by the City Council of the City of Walla Walla, Washington, on November 1, 2023.

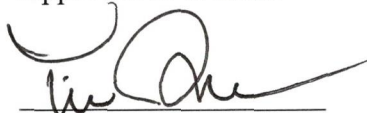


Mayor

Attest:


City Clerk

Approved as to form:


City Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
A REVISED INTERLOCAL
AGREEMENT FOR WALLA WALLA
COUNTY EMERGENCY
MANAGEMENT DEPARTMENT

RESOLUTION NO. **23 167**

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, further, 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, currently Walla Walla County and the cities of College Place, Prescott, Waitsburg, and Walla Walla participate and partner in said emergency management organization, for the benefit, safety, and welfare of citizens of the county; and

WHEREAS, pursuant to Walla Walla County Resolutions 04 332, 09 326 and 17 012, Interlocal Agreements for Walla Walla County Emergency Management Department were approved; and

WHEREAS, Walla Walla County and the cities of College Place, Prescott, Waitsburg, and Walla Walla desire to continue the current local emergency management organization, and a revised Interlocal Agreement for Walla Walla County Emergency Management has been prepared and presented for approval; and

WHEREAS, said agreement has been reviewed by the Board of County Commissioners and the County Prosecuting Attorney; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said Interlocal Agreement for Walla Walla County Emergency Management Department, dated July 19, 2023, be approved and adopted, said agreement to 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.

Passed this 14th day of August, 2023 by Board members as follows: 3 Present or 0 Participating via other means, and by the following vote: 3 Aye 0 Nay 0 Abstained 0 Absent.

Attest:



Diane L. Harris, Clerk of the Board



Jennifer R. Mayberry, Chairman, District 1



Todd L. Kimball, Commissioner, District 2.



Gunner Fulmer, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington