INTERLOCAL COOPERATIVE AGREEMENT FOR THURSTON COUNTY EMERGENCY MANAGEMENT COUNCIL

THIS AGREEMENT is made and entered into in duplicate by and between Thurston County, Washington, a municipal corporation of the State of Washington, and those cities, towns and tribes located within or bordering Thurston County which are a signatory hereto, hereinafter "parties".

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative undertakings by public agencies as defined in the Act;

WHEREAS, it is in the best interest of the residents of Thurston County that all of the political subdivisions in the county cooperate and coordinate with each other in developing emergency management plans and programs; and

WHEREAS, a unified approach to providing emergency management is cost efficient and can prevent the duplication of effort.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein the parties agree as follows:

I. PURPOSE

It is the purpose of this Agreement that each participating member meet regularly and mutually advise each other regarding the effective and economical preparation for, coordination of and carrying out of emergency management functions, other than functions for which the military forces are primarily responsible; and to meet regularly and mutually advise each other regarding the mitigation of, preparation for, response to, and recovery from emergencies and disasters; and to mutually advise each other regarding aid to victims suffering from injury or damage resulting from emergencies or disasters caused by all hazards, whether natural, technological or human caused, and to mutually advise each other regarding the provision of support for search and rescue operations for persons and property in distress.

II. ORGANIZATION

A. There is hereby created a coordinating organization for purposes of mutual advice and discussion regarding emergency management, to be composed of the county, cities, towns and tribes, to be known as the Thurston County Emergency Management Council, hereinafter "EMC."

B. The EMC shall commence its existence upon the approval of this Agreement by a minimum of six (6) parties, through their respective governing bodies by ordinance or resolution; and following recordation of this Agreement with the Thurston County Auditor. Thereafter, any incorporated city or town within the county or any federally-recognized tribe that shares a border with Thurston County may become a participating member of the joint organization. New membership will require an addendum to the original Agreement, pursuant to Section X, herein. This Agreement will supercede any other previous Interlocal Cooperative Agreement for the Emergency Management Council within Thurston County.

III. EMERGENCY MANAGEMENT COUNCIL

A. Membership. The EMC shall consist of the designated agent of each signatory party.

The election of officers, terms of office, subcommittee appointments, and other operational issues are addressed in the EMC Bylaws.

B. Duties and Responsibilities.

1. Consult on emergency management and mutual aid plans and make recommendations to the designated agents of the parties to this Agreement, for further discussion with their respective legislative bodies.

2. Make recommendations for the implementation of county-wide emergency management activities, make recommendations as to the scope of work necessary to implement such activities, make recommendations for an operating budget to support such activities, and make decisions regarding the distribution of costs should the EMC incur costs. Recommendations may need review and approval by the governing bodies that are signatories to this Agreement.

3. Establish broad policy guidelines and program priorities for the EMC.

IV. FINANCES

A. There is hereby created and established a special pooled fund, designated the "Emergency Management Council Fund." It is agreed by the parties hereto that said fund will be maintained and administered by Thurston County. All monies received by EMC, including financial contributions by the parties to this Agreement, shall be deposited in said fund.

Revenue to support the annual budget shall be derived from the following sources:

1. Federal or state funds.

2. Grants (other than federal or state), contributions, and donations by other agencies, groups, or individuals not signatory to this Agreement.

3. Parties to this Agreement shall be responsible for that portion of the annual budget not funded by sources 1 and 2 above. A formula for each party's contribution will be determined by the executive heads of each political subdivision that is a signatory to this Agreement, if such funding becomes necessary. This formula will be based on a recommendation from the EMC. The formula will be per capita, based on population. A funding formula established pursuant to this subsection will be considered an amendment to this Agreement, to be executed pursuant to the requirements of Section X, herein.

4. Special programs/projects shall be funded by a formula to be agreed to by the parties.

V. PROPERTY & EQUIPMENT

A. The ownership of all property, equipment and monies owned by signatory parties prior to the execution of this Agreement shall remain the property of said parties notwithstanding its use by the EMC subsequent to the execution of this Agreement.

B. The ownership of property or equipment loaned or contributed for use by the EMC by any party hereto shall remain with the lending or contributing party.

C. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed by such party shall be returned to such party within 90 days following the date of the party's withdrawal.

D. Upon termination of this Agreement, should any property be purchased by the EMC, the EMC shall liquidate the property and the proceeds shall be shared by the parties to this Agreement in proportion to the financial contribution of each party in the year of acquisition of such property, equipment or monies.

E. The terms of this section shall survive termination of this Agreement.

VI. SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

A. General. The EMC may provide assistance to individual participating parties to assist them in effecting their emergency management plans and programs. Provision of such assistance under this Agreement does not establish an enforceable mutual aid agreement between the parties. The provision of assistance may include, but is not limited to, the following:

1. Coordination of organizational activities in order to minimize death, injury and damages for periods before, during and after a natural or human-caused emergency/disaster.

2. The implementation of local emergency management plans adopted by the signatory parties, the federal government, State of Washington, neighboring counties, military organizations and other support agencies.

3. Effective utilization of resources within or from outside these jurisdictions to minimize the effects of an emergency/disaster and to facilitate the request of assistance through established emergency management channels, county to state, to region, to national.

4. Volunteer management.

5. Training for volunteer service providers.

6. Dissemination of disaster information, guidance and disaster education to the general public.

7. Superfund Amendments and Reauthorization Act (SARA) Title III activities.

VII. DURATION

This Agreement shall commence March 2013 and shall terminate December 31, 2017. A five (5) year extension of this agreement may be executed upon the concurrence of the signatory agencies to this agreement.

VIII. WITHDRAWAL

Any party to this Agreement may withdraw from this Agreement effective December 31 of any year during the term hereof, provided such notice to withdraw is provided in writing 90 days prior to December 31. The withdrawal of any party shall not require dissolution of this Agreement and no compensation shall be owed to any withdrawing party.

IX. TERMINATION

This Agreement may be terminated effective December 31 of any year during the term of this Agreement in the event a majority of the signatory parties exercise their right to withdraw from this Agreement as set forth in Section VIII.

X. AMENDMENTS

This Agreement may be amended upon the mutual agreement of all parties hereto. Amendments must be in writing, be approved by the governing bodies of each jurisdiction, and be recorded with the Thurston County Auditor. A written addendum will be required in the event that an incorporated city or town or a federally-recognized tribe wishes to become a participating member, to be executed in accordance with the requirements of Section II.B, herein.

XI. INDEMNITY

Each party shall be responsible for its own wrongful and negligent acts or omissions, or those of its officer, agents, or employees, and shall indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XIII. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated herein for the parties.

XIV. JURISDICTION AND VENUE

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XV. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XVI. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

DATED: April 9, 2013

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

LaBonita J. Broyles
Clerk of the Board

Sandra Romero
Chair

Approved as to form:
Jon Tunheim
Prosecuting Attorney

Cathy Wolfe
Commissioner

By:_____
Deputy Prosecuting Attorney

Karen Valenzuela
Commissioner

City of Olympia

DATED:_____

_____
Mayor

Attest_____
City Clerk

City of Tumwater

DATED:_____

_____
Mayor

Attest_____
City Clerk

City of Lacey

DATED:_____

_____
Mayor

Attest_____
City Clerk

City of Yelm

DATED:_____

_____
Mayor

Attest_____
City Clerk

City of Tenino

DATED:_____

_____
Mayor

Attest_____
City Clerk

City of Rainier

DATED:_____

_____
Mayor

Attest_____
City Clerk

Town of Bucoda

DATED:_____

_____
Mayor

Attest_____
City Clerk

Chehalis Tribe

DATED:_____

_____

Attest_____

_____
Title

Nisqually Indian Tribe

DATED:_____

_____

Attest_____

_____
Title