

31 total membership of designated jurisdictions shall constitute a quorum. Provided: If less than a
32 majority of membership is present at a meeting, the majority of members present may adjourn the
33 meeting from time to time without notice.

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

37 **4. COUNCIL, CHAIR, AND VICE-CHAIR**

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

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

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

48

49 **5. REGIONAL COORDINATOR**

50 The Regional Coordinator shall:

- 51 a. Attend meetings for the Regional Leads and Coordinators held monthly by the Washington
52 Military Department, Emergency Management Division;
- 53 b. Be responsible for record keeping, and dissemination of information from meetings, keeper
54 of all Region 7 documents, and
- 55 c. Provide information of regional activities to any state or local agency requesting such
56 information.
- 57 d. The Regional Coordinator position will be voted on by the Council and held by one of the
58 five Counties with no set duration.

59 **6. FUNDING**

60 The Council shall submit one Homeland Security Grant Investment Justification application

61 to the Washington State Military Department, Emergency Management Division on a yearly (FFY)
62 basis. All Homeland Security Grant funds shall have an approved allocation methodology
63 developed by the Council, prior to the issue of an agreement with Washington State Military
64 Department, Emergency Management Division. Homeland Security Grant Funds will be allocated
65 on a 50% even split for each County and 50% allocated on the population of the County. The
66 population formula used is from the Office of Financial Management;
67 <http://ofm.wa.gov/pop/april1/default.asp>. Homeland Security Grant funds will not replace or
68 supplant funds that have been budgeted for the same purpose through non-Federal sources.
69 Washington State Military Department, Emergency Management Division shall contract directly
70 with each county for issue of a Homeland Security Grant Agreement, to wit: “Each County will
71 be responsible for funding requests made by jurisdictions (cities) within their own County,
72 utilizing their own annual allocated grant funds for such purposes. See Appendix “A” concerning
73 county allocation methodology.

74 **7. SERVICE PROVISIONS**

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

85 **8. MUTUAL AID AGREEMENTS**

86 If Mutual Aid assistance is requested by Chelan, Douglas, Grant, Kittitas, Okanogan, or the
87 Confederated Tribes of the Colville Reservation, the agency with primary territorial jurisdiction
88 may reimburse the costs incurred by the assisting agency, including meals for personnel assigned
89 to assist the primary agency within available resources. Assistance may include but is not limited
90 to search and rescue and other emergency management related services that are within the
91 capability of the assisting agency and when in the judgement of the authorized personnel of the

92 agency with primary territorial jurisdiction such assistance is required.

93 **9. AGREEMENT PERIOD**

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

103 **10. EVALUATION AND MONITORING**

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

108 **11. NONDISCRIMINATION**

109 There shall be no discrimination against any employee who is paid by funds through this ILA
110 or against any applicant for such employment because of race, color, religion, handicap, marital
111 status, political affiliation, sex, age, or national origin. This provision shall include, but not be
112 limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising,
113 lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

114 **12. AMENDMENTS**

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

117 **13. WAIVER**

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

122 **14. INDEMNIFICATION**

123 All jurisdictions participating in this to Agreement shall be responsible for its own
124 wrongful and negligent acts or omissions, or those of its officers; agents, or employees to the fullest
125 extent required by law, and shall indemnify, defend and hold the other parties to the Agreement
126 harmless from any such liability.

127 **15. GOVERNING LAW**

128 This Agreement shall be construed under Washington law.

129 **16. SEVERABILITY**

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

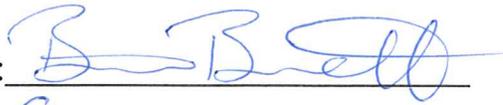
125

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127

WASHINGTON STATE REGION 7
EMERGENCY MANAGEMENT COUNCIL
INTERLOCAL AGREEMENT

By signing this page **Chelan County** agrees to the terms and conditions of this Washington State Region 7 Emergency Management Interlocal Agreement # 3-2022. This document is only considered valid if all 6 pages are present and signed by the jurisdictions governing body and participating council member.

Signature: 
Title: SHERIFF

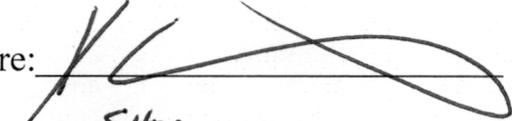
Date: 11-10-2022

Signature: 
Title: EM Sergeant

Date: 11/10/2022

WASHINGTON STATE REGION 7
EMERGENCY MANAGEMENT COUNCIL
INTERLOCAL AGREEMENT

By signing this page **Douglas County** agrees to the terms and conditions of this Washington State Region 7 Emergency Management Interlocal Agreement # 3-2022. This document is only considered valid if all 6 pages are present and signed by the jurisdictions governing body and participating council member.

Signature: 
Title: SHERIFF

Date: 10-24-22

Signature: 
Title: Sgt. of Operations

Date: 10-24-22

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

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT # 3-2022 BETWEEN GRANT
COUNTY, AND WASHINGTON STATE
REGION 7 EMERGENCY MANAGEMENT
COUNCIL INTERLOCAL AGREEMENT**

RESOLUTION No. 22- 123 -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, Grant County, Washington, by and through its Board of County Commissioners and the counties of Chelan, Douglas, Grant, Kittitas, Okanogan, and the Confederated Tribes Of Colville, hereinafter referred to as "Washington State Region 7 Emergency Management Council" created and situated within the State of Washington, are vested with the authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County, and 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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Interlocal Agreement for the purpose of joint participation in Homeland Security and Emergency Management "All Hazards" planning and preparedness programs be executed between Grant County, and Washington State Region 7 Emergency Management Council.

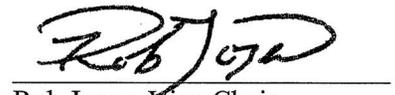
DATED this 29 day of ~~December~~ ^{NOV} 2022.

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

Yea Nay Abstain



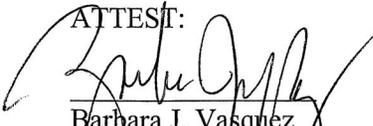
Danny E Stone, Chair



Rob Jones, Vice-Chair

EXCUSED

Cindy Carter, Member

ATTEST:


Barbara J. Vasquez
Clerk of the Board

WASHINGTON STATE REGION 7
EMERGENCY MANAGEMENT COUNCIL
INTERLOCAL AGREEMENT

By signing this page **Kittitas County** agrees to the terms and conditions of this Washington State Region 7 Emergency Management Interlocal Agreement # 3-2022. This document is only considered valid if all 6 pages are present and signed by the jurisdictions governing body and participating council member.

Signature: Clay Myer
Title: Sheriff

Date: 10-27-22

Signature: [Signature]
Title: Beebe Vice-Chairman

Date: 11/01/22

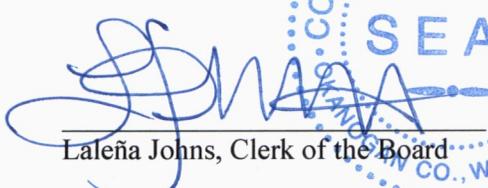
WASHINGTON STATE REGION 7
EMERGENCY MANAGEMENT COUNCIL
INTERLOCAL AGREEMENT

By signing this page **Okanogan County** agrees to the terms and conditions of this Washington State Region 7 Emergency Management Interlocal Agreement # 3-2022. This document is only considered valid if all 6 pages are present and signed by the jurisdictions governing body and participating council member.

DATED at Okanogan, Washington this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS

ATTEST:



Laleña Johns, Clerk of the Board


The seal is circular with a dotted border. Inside the border, the words "OKANOGAN COUNTY COMMISSIONERS" are written in a circle. In the center, the word "SEAL" is written in large, bold letters. Below "SEAL" are two crossed gavel handles.

OKANOGAN, WASHINGTON



Andy Hover, Chairman

ABSENT

Chris Branch, Member



Jim DeTro, Member

APPROVED AS TO FORM:

Chief Civil Deputy

DATED this _____ day of _____ 2022.

Name of other Agency/Director

RESOLUTION

WHEREAS, it is the recommendation of the Law & Justice Committee to approve the attached Interlocal Agreement (ILA) between the Confederated Tribes of the Colville Reservation, Chelan, Douglas, Grant, Kittitas, and Okanogan Counties for the purpose of joint participation in Homeland Security and Emergency Management "All Hazards" planning and preparedness programs by and between the six (6) designated jurisdictions. No Tribal dollars required. Chairman or designee to sign all pertinent documents.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in a **SPECIAL SESSION** this **8th day of February, 2023** acting for and in behalf of the Colville Confederated Tribes, Nespelem Washington, do hereby approve the above recommendation of the Law & Justice Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **10 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

ATTEST:



Jarred-Michael Erickson, Chairman
Colville Business Council

cc: Tyler Zacherle-Boyd, Committee Chair
Deanna James, Committee Secretary
Cody Desautel, Executive Director
William Nicholson II, Chief Financial Officer
Dept. or Program: Sabrina Desautel - Emergency Management



Confederated Tribes of the Colville Reservation

Nespelem, Washington

TO: COLVILLE BUSINESS COUNCIL DATE: 1/19/2023

FROM: Colville Business Council

SUBJECT: Law & Justice Committee

Initiated By: Sabrina Desautel Program: Emergency Management

Committee Recommendations: Whereas, it is the recommendation of the Law & Justice Committee to approve the attached Interlocal Agreement (ILA) between the Confederated Tribes of the Colville Reservation, Chelan, Douglas, Grant, Kittitas, and Okanogan Counties for the purpose of joint participation in Homeland Security and Emergency Management "All Hazards" planning and preparedness programs by and between the six (6) designated jurisdictions. No Tribal dollars required. Chairman or designee to sign all pertinent documents.

<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)	<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)
	X	_____	_____

Business Council Actions: Seconded by: _____

KC

10 FOR TZB, KC, CM, JP, JS
AJ, RF, SZ, DB, NS Signed: _____

Committee Chairperson

0 NAY _____ Signed: _____

CBC Chairperson

0 ABSTAINED _____

Date Enacted: 2.8.23

Amendments: _____

Emergency (10 Affirmative Signatures) Rationale: _____