

County Contract #817-18-09 2c 10/2

**WASHINGTON STATE HOMELAND SECURITY REGION 2  
COORDINATING COUNCIL INTERLOCAL AGREEMENT  
BETWEEN CLALLAM COUNTY AND KITSAP COUNTY**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between Clallam County, a municipal corporation, and Kitsap County, a municipal corporation, all in the State of Washington, and both representing entities on the Washington State Homeland Security Region 2 Coordinating Council.

WHEREAS, annually since 2003, the Kitsap County Department of Emergency Management has entered into contracts with Washington State Military Department for funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation for Washington State Homeland Security Region 2 and to:

1. Develop Region 2 Homeland Security Regional Council consisting of representation from other county, city and tribal emergency management offices, responder disciplines and other appropriate entities within the region; and
2. Assist in the updating and/or development of all-hazard Emergency Operations Plans (EOPs) as appropriate to include provisions for terrorism and weapons of mass destruction, in accordance with Federal Emergency Management Agency (FEMA) requirements, for each county, city and tribe designated as independent emergency management entities within the Region. Rather than developing and publishing a separate EOP, tribes, cities and towns may elect to be included in the EOP of the county in which they reside; and
3. Assist, through planning grants, the updating and/or development of local hazard and risk assessments or Hazard Identification and Vulnerability Analyses (HIVA) to determine emergency management planning priorities relative to the EOP process; and
4. Develop a strategy for implementation of written inter and intra-regional mutual aid agreements and maintain an index of established agreements; and
5. Participate in state and regional planning efforts; and
6. Coordinate planning and integrate Emergency Operations Center (EOC) assessments and future upgrade needs and initiatives; and
7. Increase the region's ability to respond to all hazards.

WHEREAS, the Department of Homeland Security, Office for Domestic Preparedness (ODP), encourages regional cooperation, and Clallam County, as a participating member of Region 2 Homeland Security Regional Council, is eligible for funding as a subrecipient; and

WHEREAS, since 2008, Clallam County has requested and received funding assistance from Kitsap County to enhance homeland security efforts in Clallam County; and

WHEREAS, this Agreement is intended to memorialize the responsibilities of the

parties as it relates to such funding and grant requirements.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated here by reference, and the mutual promises and covenants, the parties agree as follows:

1. PURPOSE. This Agreement continues the longstanding cooperation between the parties towards the National Preparedness Goal of a secure and resilient nation for Washington State Homeland Security Region 2, enhance homeland security efforts, prepare for all hazards and define responsibilities as contemplated in RCW 39.34.030. The parties do not intend to create through this Agreement a separate legal or administrative entity subject to suit.
2. TERMS AND CONDITIONS. The parties agree to comply with all terms and conditions of this Agreement and all terms and conditions and subrecipient requirements of the Homeland Security Grant Agreements between Kitsap County and the Washington State Military Department identified in Attachment A (Scope of Work).
3. EFFECTIVE DATE, DURATION. This Agreement shall be effective from May 1, 2008 through December 31, 2019, unless terminated by either party in writing to the other.
4. REIMBURSEMENT AND PAYMENT. Terrorism grants through Washington State to the regions are fixed price, reimbursement agreements. Within the total grant amount, travel, subcontracts, salaries and wages, benefits, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this agreement. Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category, except for the equipment line item more than 10% or \$100, whichever is greater, will not be reimbursed without the prior written authorization of Kitsap County Department of Emergency Management, Region 2 Homeland Security Coordinating Agency. Increases to the equipment line item require written approval of Kitsap County Department of Emergency Management, Region 2 Homeland Security Coordinating Agency. Budget categories are as specified or defined in the budget sheet of this agreement.
5. FUNDING. Funding for any grant shall not exceed the specified amount in each grant and shall be amended as new grants are awarded to the region and its participating membership as set forth in the work plan for each of the Homeland Security Grant Agreements between Kitsap County and the Washington State Military Department. Funding is set forth in Attachment A.
6. BILLING PROCEDURE. Clallam County shall submit quarterly invoices to Kitsap County within 15 days following the end of the quarter in which the work was

performed. Final invoice shall not exceed overall grant amount. Each grant will specify the date all work must end, however the subrecipient may have up to 30 days after the expiration date to submit all final billing. Clallam County shall provide Kitsap County a final report with the final billing.

7. PROPERTY. All property, equipment, and supplies acquired by Clallam County under this Agreement shall be acquired, held, recorded, maintained and disposed of according to Clallam County's purchasing inventory system, and in accordance with the requirements of the grant under which the item was purchased. The parties do not intend to jointly or cooperatively purchase property, equipment and/or supplies, nor will Kitsap County acquire property under this Agreement.
8. INDEMNIFICATION. It is the intent of the parties to his Agreement to be responsible for their own acts, errors, and/or omissions. To the extent permitted by law, each party to this Agreement shall defend, indemnify, and hold harmless, the other party from and against all claims, suits, causes of actions, judgments, or costs/damages of any nature (including cost of defense and attorney fees) that arise from any intentional or negligent act or omission of the indemnifying party's officers, employees, agents, or authorized subcontractors, while performing any acts or activities authorized by this Agreement. Solely for the purposes of this provision, the parties agree to waive their immunity under Title 51 of the Revised Code of Washington and acknowledge that this waiver was mutually negotiated by the parties.
9. COMPLIANCE WITH LEGAL REQUIREMENTS. The parties shall comply with all applicable federal, state and local laws, rules, regulations and requirements of all Homeland Security Grant Program and Homeland Security Grants, identified in Attachment A and which pertain to that party.
10. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in this Agreement are made a part of the Agreement as if fully stated in it.
11. RECORDATION OR POSTING. This Agreement shall be filed with the Kitsap County Auditor's Office after execution of the Parties, or alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
12. INDEPENDENT CONTRACTOR. Each party, and its employees, shall act as an independent contractor and not as an employee of another party to this Agreement. No party shall have the authority to bind the other party nor control the employees, agents, or contractors of the other party to this Agreement. All rights, duties, and obligations of a party shall remain with that party.
14. DELEGATION/ASSIGNMENT. Neither party may assign or delegate any right and obligation under this Agreement, in whole or in part, without the prior written consent of the other.

13. ADMINISTRATION, NOTICE. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. A party shall notify the other party in the event the party's representatives change. Where written notices are required under this Agreement, the notice shall be delivered to a party's representative at the address listed below by United States mail, postage prepared.

Kitsap County:

Director  
Kitsap County  
Dept. of Emergency Management  
911 Carver Street  
Bremerton, WA 98312-4300  
(360) 307-5872

Clallam County:

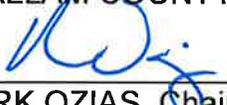
Undersheriff  
Clallam County  
Dept. of Emergency Management  
223 E. 4<sup>th</sup>, Suite 6  
Port Angeles, WA 98362-0149  
(360) 417-2262

15. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the illegal, invalid or unenforceable provision.
16. ENTIRE AGREEMENT. This Agreement, including Attachment A which is incorporated into this Agreement by reference, contains all the terms and conditions agreed upon by the parties. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral.
17. SURVIVAL. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, Section 2 (Terms and Conditions), Section 8 (Indemnification), Section 9 (Compliance with Legal Requirements), Section 12 (Independent Contractor), and Attachment A.
18. AUTHORIZATION. Each party warrants and represents to the other parties that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

*[Signatures appear on the following page]*

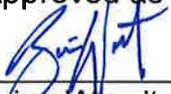
APPROVED:

BOARD OF COUNTY COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

  
\_\_\_\_\_  
MARK OZIAS, Chair

Dated: 10-2-18

Approved as to Form:

  
\_\_\_\_\_  
Brian Wendt, Deputy Prosecuting Attorney

APPROVED:

KITSAP COUNTY BOARD OF COMMISSIONERS  
PORT ORCHARD, WASHINGTON

  
\_\_\_\_\_  
ROBERT GELDER, Chair

Dated: 12-10-18

  
\_\_\_\_\_  
EDWARD E. WOLFE, Commissioner

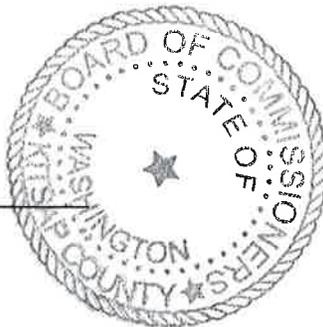
Dated: 12-10-18

  
\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner

Dated: 12-10-18

ATTEST

  
\_\_\_\_\_  
Dana Daniels, Clerk of the Board



**ATTACHMENT A  
SCOPE OF WORK**

The Scope of Work for this agreement pertains to requirements associated with Homeland Security Grant Program funding. Clallam County has received grant funding pursuant to each of the Homeland Security Grant Agreements (“Grants”) between Kitsap County and the Washington State Military Department identified below.

Each of these Grants has requirements that remain in effect beyond the end date of the Grant and the Agreement. These requirements primarily concern accountability and disposition of property and equipment purchased with grant funding. For Grants no longer in effect, and as a condition to receive grant funds in the future, Clallam County agrees to comply with all on-going Grant requirements. For Grants that are in effect at the time of this Agreement, Clallam County agrees to observe all requirements associated with receipt of funding from the Homeland Security Grant Program.

**HOMELAND SECURITY GRANT AGREEMENTS**

State Contract Number	Kitsap County Contract Number	Amount (for entire region)	Start Date	End Date
E09-137	KC-469-08	\$885,081.00	9/1/2008	02/28/2011
E10-102	KC-524-09	\$813,935.00	8/1/2009	07/31/2012
K692 (OFM)	KC-054-10	\$24,729.00		12/15/2011
EII-107	KC-409-10	\$835,810.00	8/1/2010	07/31/2013
EII-281	KC-245-11	\$3,426.00	9/1/2008	08/31/2011
K856 (OFM)	KC-141-11	\$14,673.00	2/28/2011	02/28/2013
E12-178	KC-565-11	\$417,905.00	9/1/2011	07/31/2014
K1033	KC-145-12	\$9,386.00	5/9/2012	06/15/2014
E13-143	KC-005-13	\$204,930.00	09/01/2012	02/28/2015
E14-157	KC-390-13	\$258,858.00	09/01/2013	08/31/2016
E15-079	KC-320-15	\$297,682.00	09/01/2014	08/31/2016
E16-050	KC-320-15	\$297,682.00	09/01/2015	08/31/2017
E17-063	KC-462-16	\$297,682.00	09/01/2016	08/31/2018