



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue  
Walla Walla, Washington 99362  
Phone: (509) 524-2900 • Fax: (509) 524-2910  
[www.wwemd.info](http://www.wwemd.info)

**LIZ JESSEE**  
Director

**PATRICK PURCELL**  
Coordinator

# AGENDA

## Emergency Management Executive Board Meeting

**July 18, 2023 | 2:00 – 3:00 PM**

*This will be a hybrid meeting; in-person or via WebEx (virtual)*

|   |     |
|---|-----|
| 1. Welcome  |     |
| 2. Directors Report – Questions/Comments  | Liz |
| 3. Hazard Mitigation Grant Program (HMGP) Funding Update for: <ul style="list-style-type: none"><li>• Update of Walla Walla County Hazard Mitigation Plan (HMP)/Mill Creek and Walla Walla County Community Wildfire Protection Plan (CWPP)</li></ul> | Liz |
| 4. Update of Interlocal Agreement   | Liz |
| 5. Roundtable Discussion – Any Comments/Questions   | All |
| 6. Adjourn  |     |

*Next Meeting – July 18, 2023*

### WebEx Meeting Details:

#### Meeting Link

<https://wwco.webex.com/wwco/j.php?MTID=m0e553db160e74ffdf8add0eb3acc9bd>

#### Join by phone

+1-408-418-9388 United States Toll Free



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### DIRECTOR'S REPORT

April 1 – June 30, 2023

#### 1. Meetings

- a. Attended a Radiological Issues meeting with state agencies, and counties for Energy Northwest's Columbia Generating Station (CGS) nuclear power plant located at the Hanford site. (05/24/23)
- b. Attended EMS and Trauma Care Council meetings. (04/06/23 & 06/01/2023)
- c. Participated in the Emergency Management and Communications Advisory Board (EMCAB) meeting. (5/11/23 & 6/8/23)
- d. Participated in monthly Communicable Disease calls facilitated by DCH. This meeting now includes COVID-19 response objectives and review of PPE requirements/needs for staff/resident safety in Long Term Care Facilities, Skilled Nursing Facilities and Adult Care Homes. COVID-19 response calls were previously separate from the Communicable Disease calls.
- e. Participated in monthly, COVID Situational Awareness calls regional calls for the geographic area previously identified as Public Health Emergency Preparedness and Response (PHEPR) Region 8. This call incorporates reporting from Hospitals, EMS and Emergency Management for Walla Walla, Benton, Franklin, and Yakima County.
- f. Attended the City of Waitsburg Community Health and Protection Committee. (04/12/23)
- g. Attended the Annual SERC/LEPC Conference in Kennewick. This three-day conference brings Local Emergency Planning Committees and stakeholders together for presentations and discussions covering incidents and issues involving hazardous materials. (4/25/23 – 4/27/23)
- h. Virtually attended the Cohesive Wildfire Strategy Meeting held in La Grande Oregon. Focus was on agency reporting about changes to staffing and equipment going into the 2023 wildfire season. (5/11/23)
- i. Participated in the FEMA facilitated Walla Walla County Risk Map Discovery meeting. Meeting was a discussion of Walla Walla County risks and hazards and to identify state and federal resources that could be available to support local risk reduction efforts. (5/18/23)
- j. Attended the Quad County Chiefs meeting at Walla Walla County District 5 in Burbank. (05/17/23)
- k. Attended the Crisis Communications Workshop sponsored and facilitated by the Umatilla County Oregon Local Emergency Planning Committee (LEPC). Focus of the workshop was the talks given by international emergency communicators speaking on large historical events which occurred in their countries. This was followed up by a capstone, tabletop exercise, putting into play lessons learned. (5/24-25/23)

- l. Hosted a Joint Walla Walla & Columbia County, Local Emergency Planning Committee (LEPC) meeting. During the meeting briefings were conducted on securing critical communications during emergencies and emergency management activities by Pacific Power. (06/08/23)
- m. Participated in Local Emergency Planning Committee (LEPC) meetings hosted by Columbia County. WWEM continues to work to form an LEPC partnership with Columbia County. (06/21/23)
- n. Participated in WA State EMD sponsored virtual meetings on developing partnership parameters for inclusion of volunteer general aviation elements as a part of a wider state and local emergency response organization. (04/25/23, 05/30/23 & 06/27/23)
- o. Virtually attended the Washington Wildfire Smoke Interagency Coordination Pre-Season meeting hosted by the Washington State Department of Ecology. (06/27/23)

**2. Training**

| Title<br>Scope/Purpose  | Sponsor                                  | Date(s)         |
|---|--|-----------------|
| <i>FEMA Wildfire Focused “When Minutes Matter” Alert and Warning Technical Assistance Webinar</i> | <i>FEMA</i>                              | <i>05/10/23</i> |
| <i>Criminal Justice Information Security (CJIS) Annual recertification training</i>               | <i>WESCOM/Peak Performance Solutions</i> | <i>06/12/23</i> |

**3. Public Education and Information**

- a. WWEM maintains a strong presence on social media with a Facebook page and a Twitter account. Information about emergency preparedness is shared daily. These social media outlets serve as an important source for disseminating accurate and timely information during emergencies.
- b. WWEM maintains and updates the Walla Walla County Emergency Management website.
- c. Gave a hazards and preparedness presentation to the SE WA Aging and Long-Term Care, Columbia and Walla Walla County Area Plan Public forum. (4/18/23)
- d. Gave a Business Continuity Planning presentation for the Walla Valley Chamber of Commerce’s Business Summit. The discussion included information about (4/18/23):
  - What is business continuity planning?
  - Why is business continuity important?
  - Business continuity planning overview
  - What resources are available to help with business continuity planning

**4. Alert and Notification**

The Everbridge Emergency Notification System was used to communicate evacuation orders for the Oasis Fire. The following day it was used to lift the evacuation orders. (6/19/23)

**4. Drills and Exercises**

- a. Participated in the Walla Walla County Regional Airport tabletop exercise sponsored by Walla Walla County Fire District 4. (05/16/23)
- b. Participated in the Managing Crisis Communication Workshop in Pendleton Oregon and took part in the end of Workshop Hazmat Incident Tabletop exercise. (04/14/23)

**7. Administration (Planning & Logistics)**

- a. Continued management of grant deliverables in support of the Interlocal Agreement between WWEM and Walla Walla County Fire District 4 to complete the scope of work described in the Mill Creek Wildland Urban Interface (WUI) Fuels Reduction Hazard Mitigation Grant.
- b. Continuing with Everbridge onboarding after contract renewal. Current focus is on new system updates and adaptation of current message processing to incorporate the new English to Spanish language translation messaging to meet Washington State RCW 38.52.
- c. Completed detailed FEMA Request for Information (RFI) to complete application for Hazard Mitigation Grant Program (HMGP) funding for update of the Walla Walla County Hazard Mitigation Plan (HMP) and Mill Creek and Walla Walla County Community Wildfire Protection Plan (CWPP). Funds will be used to hire a contractor and cover other expenses.



**FEMA**

July 6, 2023

Stacey McClain, Alt. Governor’s Authorized Representative  
Emergency Management Division  
Washington Military Department  
Building 20, MS: TA-20  
20 Aviation Drive  
Camp Murray, Washington 98430-5112

RE: Hazard Mitigation Grant Program (HMGP)  
DR-4650-WA  
Approval of 4650-06-P: Walla Walla County Hazard Mitigation Plan Update with  
Community Wildfire Protection Plan

Dear Mr. McClain,

The United States Department of Homeland Security’s Federal Emergency Management Agency Region 10 approved and obligated funding for the following planning project submitted under the Hazard Mitigation Grant Program for disaster DR-4650-WA. This planning project will benefit Walla Walla County in completing an open public involvement planning process, risk assessment, mitigation strategy, and adoption and approval of its updated Multi-Jurisdictional Hazard Mitigation Plan and the Community Wildfire Protection Plan.

| Total Project Cost: | Federal Share<br>(90 Percent): | Non-Federal Share<br>(10 Percent): | Sub-recipient<br>Management Cost |
|---------------------|--------------------------------|------------------------------------|----------------------------------|
| \$125,675.00        | \$113,107.50                   | \$12,567.50                        | \$6,200.00                       |

FEMA approved the project and obligated funds on July 6, 2023; paperwork is enclosed. The Period of Performance for DR-4650 is May 27, 2026. Please note that FEMA does not specify a sub-award Periods of Performance; however, once the State receives the FEMA plan approval letter, please submit the closeout documentation to Region 10 within 90 days.

This approved planning project is compliant with the National Environmental Policy Act. A copy of the Programmatic CATEX is enclosed. This approval is subject to the standard Hazard Mitigation Grant Program administrative provisions (enclosed) and the following Programmatic and Environmental conditions:

- The hazard mitigation planning activities will not affect natural resources or the human environment.

Mr. McClain

July 6, 2023

Page 2

- Award subrecipients may not use the funds from this award to implement actions identified in the plan.
- The result of the planning-related activity developed through this grant must be consistent with the requirements in 44 CFR Parts 201 and 206 and must enhance the existing mitigation plan consistent with mitigation planning regulations for Local Mitigation Plans per Local Mitigation Plans per 44 CFR 201.6.
- Prior to the end of the Period of Performance, recipients must submit to the State and our office their final plan and adoption documentation.

For further assistance, please contact the Region 10 Hazard Mitigation Grant Program Branch at [FEMA-R10-MIT-HMGP@fema.dhs.gov](mailto:FEMA-R10-MIT-HMGP@fema.dhs.gov)

Sincerely,

**JANE M**

**ROCKHOLD**

Jane Rockhold

Washington HMGP Section Chief

Mitigation Division

Digitally signed by  
JANE M ROCKHOLD

Date: 2023.07.06  
15:56:43 -07'00'

cc: Tim Cook, State Hazard Mitigation Officer  
Stacey Norman, Disaster Grants Branch Chief

TP:vl

## 2023 Interlocal Agreement Record of Changes

| <i>DESCRIPTION OF CHANGE</i>  | <i>SECTION</i>                | <i>PAGE</i> |
|---|-------------------------------|-------------|
| <p>Changed Interlocal Fee calculation based on 01NOV2023 Emergency Management Executive Board meeting:</p> <p>The participating members' contributions to the Emergency Management Fund shall be based in proportion to the assessed property valuations <del>of the Emergency Management budget that is not reimbursed by the Federal or State Government</del> sufficient to maintain an annual budget ending balance equal to 15% of Emergency Management's annual budget.</p> | 1. <u>CONTINUATION</u><br>(E) | Page 2      |

##

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 ~~of the Emergency Management budget that is not reimbursed by the Federal or State Government sufficient to maintain an annual budget ending balance equal to 15% of Emergency Management’s annual budget.~~ 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 Council<sup>1</sup> 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/multi-jurisdictional operations while maintaining individual agency/jurisdiction authority, responsibility, and accountability. The Incident Commander (IC) assumes the primary leadership function at the incident location.

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<sup>1</sup> <https://mil.wa.gov/emergency-management-council>

- (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) 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 31<sup>st</sup> 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.