

RESOLUTION NO. 5328-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE EMERGENCY MANAGEMENT COOPERATIVE OF WASHINGTON COUNTY.

WHEREAS, ORS 401.305(3) requires the local governing bodies of counties and cities that have both city and county emergency management programs to jointly establish emergency management; and

WHEREAS, the City wishes to participate with other jurisdictions to collaborate beyond statutory requirements to enhance the level of disaster and emergency preparedness; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** The City Manager is authorized to sign an Intergovernmental Agreement to participate in the Emergency Management Cooperative (EMC) with Washington County, which is set forth in Exhibit A and incorporated by reference.

**Section 2.** This resolution is effective upon adoption.

Adopted by the City Council this 12<sup>th</sup> Day of June, 2017.

CITY OF TUALATIN, OREGON

BY  \_\_\_\_\_

Mayor

APPROVED AS TO FORM

BY  \_\_\_\_\_

City Attorney

ATTEST:

BY  \_\_\_\_\_

City Recorder

# **INTERGOVERNMENTAL AGREEMENT**

## **EMERGENCY MANAGEMENT COOPERATIVE OF WASHINGTON COUNTY**

This Agreement is entered into, pursuant to ORS 190.010, by and among Washington County (the County) and other public sector jurisdictions within Washington County (herein collectively "Participating Jurisdictions") and supersedes previous, similar agreements for the coordination of emergency management programs in Washington County.

### **WITNESSETH**

WHEREAS ORS 401.305 (3) requires the local governing bodies of counties and cities that have both city and county emergency management programs to jointly establish policies which provide direction and identify and define the purpose and roles of the individual emergency management programs, specify the responsibilities of the emergency program managers and staff and establish lines of communication, succession and authority of elected officials for an effective and efficient response to emergency conditions; and

WHEREAS the Participating Jurisdictions desire to collaborate beyond statutory requirements and cooperatively identify, design, implement, and test the structure, systems, facilities, plans, and procedures of a comprehensive, countywide emergency management system; and

WHEREAS the goal of such collaboration is to enhance the level of disaster and emergency preparedness within and across the boundaries of the Participating Jurisdictions and to develop and maintain an effective multi-agency coordination system; and

WHEREAS improved preparedness will be achieved through coordination among the Participating Jurisdictions, the various emergency service functions provided within those jurisdictions, the private sector, and non-governmental organizations; and

WHEREAS Washington County and many public sector jurisdictions within the county entered into a July 2013 intergovernmental agreement creating the Emergency Management Cooperative of Washington County to improve the level of disaster and emergency coordination and preparedness within the boundaries of those jurisdictions; and

WHEREAS the Participating Jurisdictions desire to update the prior agreement to reflect changes in participation, membership, organizational funding, and member contributions;

NOW, THEREFORE, the parties agree as follows:

## TERMS AND CONDITIONS

### I. EMERGENCY MANAGEMENT COOPERATIVE

The Participating Jurisdictions hereby create an emergency management cooperative responsible for the development, enhancement, maintenance, and coordination of emergency management structures, systems, facilities, plans, procedures, training, and exercising within (and between) the Participating Jurisdictions and agree that the organization shall be known as the Emergency Management Cooperative (EMC).

### II. PURPOSE OF AGREEMENT

- A. The purpose of the EMC is to enhance the level of disaster and emergency preparedness and coordination within and across the boundaries of the Participating Jurisdictions by focusing on improvements to emergency management structures, systems, facilities, plans, procedures, training, and exercising.
- B. This Agreement supersedes the July 2013 Emergency Management Cooperative of Washington County Intergovernmental Agreement.

### III. DEFINITIONS

- A. Affiliate Member: A private sector or non-governmental organization with emergency management responsibilities in Washington County that participates in the EMC.
- B. Fiscal Year (FY): The twelve-month period beginning on July 1 and ending on June 30.
- C. Participating Jurisdiction: A Washington County public sector jurisdiction that signs and becomes a party to this Agreement.
- D. Project Fund: A fund created pursuant to this Agreement to support the work of the EMC.
- E. Public Sector Member: A Washington County public sector jurisdiction with an emergency management program that participates in the EMC.

### IV. MEMBERSHIP

- A. Public Sector Membership: Washington County and all Washington County public sector jurisdictions with an emergency management program are eligible to participate. All public sector jurisdictions

signatory to this Agreement (i.e., Participating Jurisdictions) may vote on matters under consideration by the Executive Committee. However, only those jurisdictions financially contributing to the "Project Fund," as defined in Section VII.C are eligible to vote on expenditures from the fund.

- B. Affiliate Membership: Private and non-governmental organizations with emergency management responsibilities may participate in the EMC as Affiliate Members. Such membership allows non-voting participation on the Executive Committee.

## V. ORGANIZATION

- A. Director: The work of the EMC will be managed and coordinated by the EMC Director. The Washington County Emergency Management Manager will act as the Director and serve at the pleasure of the County, with input from the Executive Committee. The Director's primary duties will be to: 1) develop and maintain comprehensive, integrated, and effective emergency management and multi-agency coordination systems in concert with the Public Sector and Affiliate Members; 2) oversee implementation of the annual EMC work plan and management of the Project Fund; 3) coordinate emergency management activities between the Public Sector and Affiliate Members; and 4) coordinate emergency management activities with other local, regional, and state agencies and organizations.
- B. Staff: The Participating Jurisdictions will identify staff to work with the EMC. Staff assigned to work with the EMC will be housed at their respective jurisdictions. The County will provide work space for the identified emergency management staff of the Participating Jurisdictions to temporarily or periodically colocate in order to enhance coordination and coproduction efforts.
- C. Work Teams:
  - 1. Emergency Management Team (EMT):
    - a. The EMT consists of the EMC Director and the emergency management staff identified by the Participating Jurisdictions. The team is tasked to 1) collaboratively identify, design, implement, and test the structure, systems, facilities, plans, and procedures of a comprehensive, integrated, countywide emergency management system; 2) participate in development of the Fiscal Year work plan and budget; and 3) assist in the planning and conduct of training and exercises.
    - b. The team will receive administrative support from the County.
  - 2. Multi-Agency Coordination System (MACS) Planning Team:

- a. The MACS Planning Team consists of law enforcement, fire, public works, public health, communications, and emergency management representatives of the Participating Jurisdictions. The team will only meet with the support of the Participating Jurisdictions' first responder departments. The team will be responsible for developing the countywide plan for multi-agency incident coordination.
- b. The team will receive administrative support from the County.

## VI. GOVERNANCE

### A. Executive Committee:

1. The EMC will be governed by an Executive Committee consisting of the chief executive officer of each Public Sector and Affiliate Member. Each of these primary representatives may designate an alternative representative who may attend Executive Committee meetings and act in the absence of the Public Sector or Affiliate Member's primary representative.
2. The representative of each Participating Jurisdiction has the right to vote on all matters before the Committee, with the exception that only those Participating Jurisdictions financially contributing to the Project Fund can vote on fund expenditures.
3. A majority of the Executive Committee members eligible to vote constitutes a quorum. Unless otherwise stated in this Agreement, an affirmative act of the Executive Committee requires that a ~~majority of the member representatives eligible to vote on the matter are quorum~~ is present and the decision is supported by a two-thirds majority.
43. The Executive Committee will be chaired by a Participating Jurisdiction representative selected by the Committee. Chair of the Executive Committee may be rotated among the Participating Jurisdiction representatives on an annual basis.
54. The Executive Committee will be responsible for:
  - a. Providing strategic guidance and direction to the collaborative and the EMT;
  - b. Approving the Fiscal Year EMC work plan and contributions to and expenditures from the Project Fund, subject to the voting limitations noted in Section VI.A.2 above;
  - c. Approving policies related to EMC functions;
  - d. Coordinating EMC actions and activities with Public Sector Member elected officials, Affiliate Member executives, and other key decision makers; and
  - e. Reviewing the efficacy of the EMC and this Agreement on an annual basis.

- ### B. Disputes: Any disputes as to the interpretation of this Agreement between two or more of the Participating Jurisdictions will be resolved by a



unanimous decision of the Participating Jurisdiction representatives on the Executive Committee eligible to vote on the matter.

- C. Administrative Support: Administrative support for Executive Committee meetings will be provided by the County.

## VII. OPERATING GUIDELINES

- A. National Standards: The Participating Jurisdictions agree to adopt and implement the National Incident Management System (NIMS) and Incident Command System (ICS) as the incident management organization required by ORS 401.305(6)(b).
- B. Local Standards: The Participating Jurisdictions agree to work toward attaining and maintaining minimum emergency management performance standards, which include, but are not limited to:
  - 1. Developing and maintaining a functional Emergency Operations Center (EOC), including written position descriptions, trained emergency management staff, displays, communication equipment, etc.
  - 2. Developing and maintaining a multi-hazard functional Emergency Operations Plan (EOP) that is consistent with Federal Emergency Management Agency (FEMA) and state guidance.
  - 3. Developing and maintaining a Natural Hazards Mitigation Plan (NHMP) that is consistent with FEMA and state guidance.
  - 4. Developing and maintaining a Continuity of Operations (COOP) Plan that is consistent with FEMA and state guidance.
  - 5. Conducting at least an annual exercise of the EOC and emergency management plans at a functional or full scale level.
  - 6. Providing educational materials and programs on disaster preparedness for individuals, families, and businesses.
- C. EMC Project Fund: The Participating Jurisdictions agree to establish a Project Fund to support the work of the EMC.
  - 1. The Project Fund will be established and maintained by the County as a revolving fund account.
  - 2. All contributions made to the EMC consistent with Section VIII below will be deposited into the Project Fund.
  - 3. Expenditures from the Project Fund will be at the discretion of the Executive Committee representatives from the Participating Jurisdictions making financial contributions to the EMC.
  - 4. Project funds in the account at the end of a Fiscal Year will be carried forward to the next Fiscal Year.
- D. EMC Work Plan:

1. The EMT will develop, for Executive Committee consideration and approval, a Fiscal Year work plan detailing the purposeful actions to be pursued on behalf of the collaborative. The work plan will identify specific tasks to enhance the systems, facilities, plans, procedures, training, and exercising of the countywide emergency management and multi-agency coordination systems and include an implementation plan with timelines, descriptions of required resources and operational implications, and lead agency contact information.
2. The work plan will be finalized and presented to the Executive Committee no later than the end of the calendar year preceding the beginning of the Fiscal Year work plan.

E. EMC Budget:

1. The EMT will develop, for Executive Committee consideration and approval, a Fiscal Year budget detailing the costs associated with implementing the Fiscal Year work plan.
2. The Fiscal Year budget will be finalized and presented to the Executive Committee no later than the month of February of the calendar year preceding the beginning of the Fiscal Year covered by the budget.
3. The costs of implementing the annual work plan may be paid for from the Project Fund subject to the voting limitations noted in Section VI.A.2 above, or by other means agreed to by the Executive Committee.

VIII. EMC FUNDING

- A. Purpose: All funds contributed to the EMC will be applied to execution of the Fiscal Year work plan. The costs of the Director and all EMC administrative costs will be borne by the County.
- B. Method: Participating Jurisdiction contributions, if any, will be determined annually as part of the work plan and budget processes as described in Sections VII.D and E above.
- C. Payments: The County will invoice all financially contributing members based on the amount agreed upon by each member. The invoices will be distributed during the month of July of the Fiscal Year for which the funds were obligated. Payments are due within 45 days of receipt of invoice unless other arrangements have been made with the County.

IX. DURATION, WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Effective Date: This Agreement will go into effect on July 1, 2017, following its authorization by the governing bodies of Washington County and at least one of the public sector jurisdictions participating in the July



2013 Emergency Management Cooperative Intergovernmental Agreement (i.e., cities of Beaverton, Cornelius, Forest Grove, Sherwood, Tigard, and Tualatin, Tualatin Valley Fire & Rescue, and Clean Water Services).

- B. Termination: This Agreement will remain in effect until June 30, 2022, unless the Participating Jurisdictions unanimously agree in writing to an earlier termination, extension, or modification of its terms.
- C. Withdrawal: A Participating Jurisdiction may withdraw by providing 30 days written notice of its intent to withdraw to the Executive Committee. Any funds contributed by the jurisdiction to the Project Fund prior to the notice of withdrawal will remain in the Project Fund and be used for approved expenditures.
- D. Disposition of Assets: Upon dissolution of the EMC, any unobligated funds remaining in the Project Fund for the work of the organization shall, within a reasonable time, be divided among the members that contributed to the fund based on the proportional contributions of those members.

X. AMENDMENTS

Proposed amendments to this Agreement shall be approved by unanimous consent of the Participating Jurisdiction representatives on the Executive Committee and must be subsequently approved by each of the Participating Jurisdiction's governing bodies.

XI. ADDITIONAL JURISDICTIONS

Any public sector jurisdiction not a party to this Agreement may become a party by first obtaining the unanimous approval of the Participating Jurisdiction representatives on the Executive Committee and then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.

XII. RESPONSIBILITY FOR ACTS

Each of the Participating Jurisdictions shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. No Participating Jurisdiction shall be responsible or liable for consequential damages to any other Participating Jurisdiction arising out of the performance of the terms and conditions of this Agreement.

XIII. INSURANCE

Each of the Participating Jurisdictions shall maintain an ~~appropriate~~ insurance policy or maintain a self-insurance program at limits prescribed by the Oregon Tort Claims Act that covers activities ~~that~~ it may undertake by virtue of participation in the EMC.

XIV. SEVERABILITY



The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

XV. INTERPRETATION


The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of the Agreement.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of the below-named public sector jurisdiction unit of local government.

DATED this 12<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
[Agency Name]

APPROVED AS TO FORM

  
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