

Intergovernmental Agreement

Emergency Management Cooperative Of Washington County

This Intergovernmental Agreement (“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.

RECITALS

- A. ORS 401.305(4) requires counties and cities with established emergency management programs to jointly establish policies which (a) provide direction and identify and define the purpose and roles of the individual emergency management programs, (b) specify the responsibilities of the emergency program managers and staff, and (c) establish lines of communication, succession and authority of elected officials for an effective and efficient response to emergency conditions.
- B. 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.
- C. 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.
- D. 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.
- E. Washington County and many public sector jurisdictions within the county entered into an Intergovernmental Agreement in July 2013 creating the Emergency Management Cooperative of Washington County (EMC) to improve the level of disaster and emergency coordination and preparedness within the boundaries of those jurisdictions.
- F. The Participating Jurisdictions renewed their commitment to and support for the EMC in a July 2017 intergovernmental agreement.
- G. The Participating Jurisdictions desire to update the prior agreement to reflect changes in membership, organization, and administrative processes.

AGREEMENT

Now, therefore, based on the foregoing, the signatories agree as follows:

- 1. Definitions. As used herein, the following words and phrases mean:
 - 1.1. “Affiliate Member” is a private sector or non-governmental organization with emergency management responsibilities in Washington County that participates in the EMC.
 - 1.2. “Fiscal Year” is the twelve-month period beginning on July 1 and ending on June 30.

- 1.3. “Participating Jurisdiction” is a Washington County public sector jurisdiction that signs and becomes a party to this Agreement.
- 1.4. “Project Fund” is a fund created pursuant to this Agreement to support the work of the EMC.
- 1.5. “Public Sector Member” is a Washington County public sector jurisdiction with an emergency management program that participates in the EMC.
2. 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 of Washington County (EMC).
3. Purpose of EMC and Effect of Agreement.
 - 3.1. 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.
 - 3.2. This Agreement supersedes the July 2017 Emergency Management Cooperative of Washington County Intergovernmental Agreement.
4. Membership.
 - 4.1. 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 7.3, are eligible to vote on expenditures from the Project Fund.
 - 4.2. 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.
5. Organization.
 - 5.1. 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 EMC work plan and management of the Project Fund; 3) coordinate emergency management activities between Public Sector and Affiliate Member representative, including the Emergency Management Team and Citizen Corps Work Group; and 4) coordinate emergency management activities with other local, regional, and state agencies and organizations.
 - 5.2. 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.

5.3. Work Teams.

5.3.1. Emergency Management Team (EMT)

5.3.1.1. 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 work plan and budget; and 3) assist in the planning and conduct of training and exercises.

5.3.1.2. The EMT will receive administrative support from the County.

5.3.2. Washington County Citizen Corps Working Group (CCWG)

5.3.2.1. The CCWG consists of representatives of Participating Jurisdictions with Citizen Corps programs such as Community Emergency Response Teams and Medical Reserve Corps. The CCWG accomplishes community-building, volunteer driven disaster preparedness, and response work by strengthening and maintaining Citizen Corps volunteer programs, affiliate programs, and organizations.

5.3.2.2. The CCWG is an independent work group with its own bylaws. It maintains an informal affiliation with the EMC. The EMC Director may provide guidance to the CCWG and resolve disputes.

5.3.2.3. By mutual agreement of the EMC and the CCWG, the CCWG may formally affiliate as a work team of the EMC.

6. Governance.

6.1. Executive Committee.

6.1.1. The EMC will be governed by an Executive Committee consisting of the County Administrator, Washington County Sheriff, and the chief executive officer of the other Public Sector Members and Affiliate Members. 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 Member or Affiliate Member's primary representative.

6.1.2. 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.

6.1.3. A simple majority of the Executive Committee members eligible to vote shall constitute a quorum. Unless otherwise stated in this Agreement, an affirmative act of the Executive Committee requires that a quorum is present, and the decision is supported by a two-thirds majority of those present.

6.1.4. The Executive Committee will select Participating Jurisdiction representatives to serve as chair and vice chair. Chair of the Executive Committee may be rotated among the Participating Jurisdiction representatives on an annual or other basis as determined by the Executive Committee.

- 6.1.5. The Executive Committee will meet bi-monthly or as often as necessary for the conduct of committee business.
- 6.1.6. The Executive Committee will be responsible for:
 - 6.1.6.1. Providing strategic guidance and direction to the EMC Director and the EMT;
 - 6.1.6.2. Approving the EMC work plan and contributions to and expenditures from the Project Fund, subject to the voting limitations noted in Section 6.1.2 above;
 - 6.1.6.3. Approving policies related to EMC functions;
 - 6.1.6.4. Coordinating EMC actions and activities with Public Sector Member elected officials, Affiliate Member executives, and other key decision makers; and
 - 6.1.6.5. Reviewing the efficacy of the EMC and this Agreement on an ongoing basis.
- 6.2. 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.
- 6.3. Administrative Support. Administrative support for Executive Committee meetings will be provided by the County.

7. Operating Guidelines.

- 7.1. 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).
- 7.2. Local Standards. The Participating Jurisdictions agree to work toward attaining and maintaining minimum emergency management performance standards, which include, but are not limited to:
 - 7.2.1. Developing and maintaining a functional Emergency Operations Center (EOC), including written position descriptions, trained emergency management staff, displays, communication equipment, etc.
 - 7.2.2. Developing and maintaining a multi-hazard functional Emergency Operations Plan (EOP) that is consistent with Federal Emergency Management Agency (FEMA) and state guidance.
 - 7.2.3. Developing and maintaining a Natural Hazards Mitigation Plan (NHMP) that is consistent with FEMA and state guidance.
 - 7.2.4. Developing and maintaining a Continuity of Operations (COOP) Plan that is consistent with FEMA and state guidance.
 - 7.2.5. Conducting at least an annual exercise of the EOC and emergency management plans at a functional or full-scale level.
 - 7.2.6. Providing educational materials and programs on disaster preparedness for individuals, families, and businesses.

- 7.3. EMC Project Fund. The Participating Jurisdictions agree to establish a Project Fund to support the work of the EMC.
- 7.3.1. The Project Fund will be established and maintained by the County as a revolving fund account.
- 7.3.2. All contributions made to the EMC consistent with Section 8 below will be deposited into the Project Fund.
- 7.3.3. Expenditures from the Project Fund will be at the discretion of the Executive Committee representatives from the Participating Jurisdictions making financial contributions to the fund.
- 7.3.4. Project funds in the account at the end of a Fiscal Year will be carried forward to the next Fiscal Year.
- 7.4. EMC Work Plan.
- 7.4.1. The EMT will develop, for Executive Committee consideration and approval, a work plan detailing the purposeful actions to be pursued on behalf of the EMC. 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.
- 7.4.2. The EMC Director will maintain the work plan and provide a status report to the Executive Committee at their regular meetings. Substantive modifications to the work plan must be approved by the Executive Committee.
- 7.5. EMC Budget.
- 7.5.1. The EMC Director will maintain a budget which tracks Project Fund contributions, carryover funds, work plan and related expenditures, and fund balance.
- 7.5.2. The EMC Director will provide a current copy of the budget to the Executive Committee at their regular meetings in conjunction with the work plan status report.
- 7.5.3. The costs of implementing the work plan may be paid for from the Project Fund subject to the voting limitations noted in Section 6.1.2 above, or by other means agreed to by the Executive Committee.
8. EMC Funding.
- 8.1. Purpose. All funds contributed to the EMC will be applied to execution of the work plan or any other projects agreed to by the Executive Committee. The costs of the Director and all EMC administrative costs will be borne by the County.
- 8.2. Method.
- 8.2.1. The amount of annual contribution for a newly contributing Participating Jurisdiction will be determined by the existing contributing Participating Jurisdictions at the time the Participating Jurisdiction elects to become a contributor. If the decision to contribute occurs prior to the beginning of a new Fiscal Year, the amount of contribution can be

apportioned based on the number of months remaining in the Fiscal Year or forgiven for the remainder of the current Fiscal Year as determined by the existing contributors.

8.3. Payments. The County will invoice all financially contributing Participating Jurisdictions based on the amount agreed upon by each. The invoices will be distributed during the month of September 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.

9. Duration, Withdrawal, Termination, and Dissolution.

9.1. Effective Date. This Agreement will go into effect on July 1, 2022, following its authorization by the governing bodies of Washington County and at least one of the public sector jurisdictions participating in the July 2017 Emergency Management Cooperative Intergovernmental Agreement (i.e., cities of Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, Tualatin Valley Fire & Rescue, and Clean Water Services).

9.2. Termination. This Agreement will remain in effect until June 30, 2027, unless the Participating Jurisdictions unanimously agree in writing to an earlier termination, extension, or modification of its terms.

9.3. Withdrawal. A Participating Jurisdiction may withdraw from this Agreement 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.

9.4. Disposition of Assets. Upon dissolution of the EMC, any unobligated funds remaining in the Project Fund for the work of the EMC shall, within a reasonable time, be divided among the Participating Jurisdictions that contributed to the fund based on the proportional contributions of those jurisdictions.

10. Amendments. No waiver, consent, modification or change to the terms of this Agreement shall be binding unless in writing and signed by all Participating Jurisdictions. Proposed amendments to this Agreement shall be approved by unanimous written consent of the Participating Jurisdiction representatives on the Executive Committee and must be subsequently approved by each of the Participating Jurisdiction's governing bodies.

11. 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 then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.

12. Laws of Oregon. This Agreement shall be construed and enforced in accordance with the laws of the State or Oregon. Any action to enforce its terms shall be filed in Washington County Circuit Court and the parties agree to such jurisdiction by their signatures below.

13. 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 employee or representative of the Participating Jurisdictions or Affiliate members shall be considered an employee or agent of the County or any other Participating Jurisdiction. 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.

14. Indemnification. Within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Participating Jurisdictions shall hold harmless, indemnify, and defend the other parties, their officers,

employees, and agents, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees, in connection with any action, demand, suit or claim, whether in tort or contract, arising out of or resulting from each party's performance or failure to perform any of the obligations herein, to the extent same are caused by the Participating Jurisdictions, their respective employees, or agents.

15. Insurance. Each of the Participating Jurisdictions shall maintain an insurance policy or maintain a self-insurance program at limits prescribed by the Oregon Tort Claims Act that covers activities it may undertake by virtue of participation in the EMC.
16. 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.
17. Interpretation. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of the Agreement.
18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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.

[AGENCY NAME]

By: _____

Title: _____

Date: _____