

AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT

THIS RENEWED AND AMENDED JOINT POWERS AGREEMENT is effective on _____, 20_____, by and between Ada County, a body politic and corporate whose address is 200 W. Front St., Boise, Idaho 83702 (“Ada County”); Ada County Highway District, a single county-wide highway district created pursuant to Idaho Code §§ 40-1401 *et seq.*, whose address is 3775 Adams St., Garden City, Idaho 83714 (“ACHD”); City of Boise, a municipal corporation whose address is 150 N. Capitol Blvd., Boise, Idaho 83702 (“Boise”); City of Eagle, a municipal corporation whose address is 660 E. Civic Ln., Eagle, Idaho 83616 (“Eagle”); City of Garden City, a municipal corporation whose address is 6015 Glenwood, Garden City, Idaho 83714 (“Garden City”); City of Kuna, a municipal corporation whose address is 751 W. 4th St., Kuna, Idaho 83634 (“Kuna”); City of Meridian, a municipal corporation whose address is 33 E. Broadway Ave., Meridian, Idaho 83642 (“Meridian”); and the City of Star, a municipal corporation whose address is 10769 W. State Street, Star, Idaho 83669 (“Star”) (collectively referred to herein as the “Participants”).

RECITALS:

- A. Ada County is authorized by Idaho Code § 46-1009 to create an intergovernmental agency responsible for disaster preparedness and coordination of response, and, for that purpose, pursuant to this Agreement, Ada County has established the Ada County Emergency Management and Community Resilience (EMCR), which is a separate and independent department under the administration of Ada County.
- B. The Participants desire to build and sustain regional core emergency management capabilities by implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural, technical and other catastrophic events.
- C. The Participants understand that emergency preparedness is not exclusive to any single level of government or organization, but is best served by the combined efforts of the whole community. As such, the Participants desire to partner with and obtain advice and input from each other on emergency management priorities, activities and funding, including, but not limited to resource allocations before, during and after disasters. The Participants also recognize the need for a forum for the technical aspects of expenditures to be researched, discussed, planned, and prioritized.
- D. It is the desire of the Participants to adopt this Joint Powers Agreement to create the Ada City-County Emergency Management Executive Council (“ACCEM”) to provide for emergency management programs and systems and to address areas of technology, research, planning and prioritization of projects involving the use of emergency management resources including, but not limited to federal grants.

- E. All Participants will retain control over those matters not related to ACCEM or this Agreement, which retained control, may include, but is not limited to: budgeting personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation or functioning of ACCEM.
- F. The Participants understand and agree, pursuant to Idaho Code § 46-1025, that federal and state grants and funds awarded through the Idaho Department of Homeland Security are distributed directly to counties for the purpose of assisting counties in achieving the goals and objectives outlined in approved county grant proposals.

NOW, THEREFORE, in consideration of the foregoing recitals, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

1. Purpose. The purpose of this Agreement is for the Participants to jointly identify, plan for, and assess hazards and risks affecting residents of all of Ada County, including all of the geographical areas governed by each of the Participants; to guide future preparedness efforts across all mission areas; and to set priorities for development of regional core emergency management capabilities.

2. Ada City-County Emergency Management Executive Council. There is hereby created ACCEM.

2.1 Membership. The members of ACCEM shall be comprised of one representative from each Participant. The representative shall be an elected official from each Participant, including the mayor of each incorporated city, the chairperson of the Ada County Board of Commissioners and the President of the ACHD Board of Commissioners. There shall be one additional representative each from Ada County and Boise City. The additional representative from Ada County shall be an Ada County Commissioner appointed by a resolution of the Ada County Board of County Commissioners. The additional representative from Boise City shall be a Boise City Councilperson appointed by a resolution of the Boise City Council. These two additional representatives shall serve at the pleasure of the body that appointed such representative. Each Participant's representative may designate in writing one alternate elected official to serve in his or her absence with the full authority to act on his or her behalf in all matters before ACCEM.

2.2 Duties of ACCEM. ACCEM shall perform all actions reasonably necessary to fulfill the responsibilities and obligations existing pursuant to Idaho Code § 46-1009. These duties shall include, but are not limited to:

- 2.2.1 Considering policy implications and determining future preparedness priorities across all mission areas related to identified hazards and risks affecting residents of Ada County;

- 2.2.2 Facilitating interactions among ACEM, the Technical Advisory Group ("TAG"), the Local Emergency Planning Committee ("LEPC"), and all whole community stakeholders to create and validate plans, policies and procedures governing emergency management and identifying core capability needs through discussion and operations-based activities;
- 2.2.3 Facilitating sharing of specialized resources such as supplies, equipment, facilities, and personnel with any Participant, or their various public or private sector partners with emergency management missions, through maintaining resource inventories and sharing agreements and allowing use of grant purchased equipment in support of emergency management functions, consistent with existing and future mutual aid or resource sharing agreements;
- 2.2.4 Enhancing emergency management coordination and communication between government agencies, businesses and industry, and volunteer agencies for both preparedness efforts and operational activities;
- 2.2.5 Promoting disaster recovery through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of Ada County;
- 2.2.6 Supporting an environment of coordinated and integrated all-hazards comprehensive countywide emergency management activities that include joint planning, training, equipping, exercising, and evaluation of capabilities;
- 2.2.7 Providing qualified individuals from within their jurisdictions to serve as members of ACCEM committees;
- 2.2.8 Supporting inter-governmental plans that address roles and responsibilities for all phases of emergency management, and after consultation with the TAG and LEPC, making a recommendation to Participants that such be adopted;
- 2.2.9 After consultation with the TAG and the LEPC, make determinations regarding spending priorities for county-wide emergency management;
- 2.2.10 Approving and submitting a budget to the Board for the Membership Contributions submitted by Participants for deposit in the Emergency Management Fund.

2.3 Bylaws. ACCEM shall have the power and authority to make such bylaws as may be necessary to its operation.

2.4 Committees. ACCEM may create such committees as may be necessary to its operation; provided however, that there shall be created a Technical Advisory Group ("TAG") and a Local Emergency Planning Committee ("LEPC") with such bylaws

provided therefore as may be necessary for their operation.

2.5 Grant Funds. The Participants understand and agree that grant funds for emergency management are provided to the County by the State of Idaho and that the Board has oversight over the expenditure of the grant funds. The Participants further understand and agree that county-wide emergency management requires cooperation and meaningful review by all Participants to ensure that the use and expenditure of grant funds are applied beneficially for all Participants. ACCEM, upon receipt and review of recommendations from the TAG and/or LEPC, shall make recommendations to the Board regarding the use and expenditure of all grant funds received by the County from the Idaho Office of Emergency Management. The Board shall follow the recommendations of ACCEM to the maximum extent possible and shall report back to ACCEM those instances when the recommendations are not followed along with a statement as to the reasons therefore. All Participants shall sign such sub-grant agreements and liability waivers as are reasonably requested by Ada County for the purposes of receiving grants funds. To the extent available, Participants may continue to apply for grants for which they qualify on an individual basis.

3. Ada County Department of Emergency Management and Community Resilience (EMCR). EMCR shall operate as a separate and independent Department under the administration of the Board. The primary mission of ACCEM shall be to coordinate and integrate an all-hazard, comprehensive, county-wide emergency management program on behalf of all Participants to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk to the citizens and residents of Ada County.

3.1 Director of EMCR and Community Resilience. The Director of EMCR (the "Director") shall be employed by Ada County; provided, however, that the Board shall consult with ACCEM regarding all employment decisions the Board makes regarding the Director, including, but not limited to, hiring, termination, and discipline. Should the Director resign or be terminated, the Board shall appoint an interim Director to discharge all the duties and exercise all the powers of the Director until the selection of a permanent Director is made in consultation with ACCEM.

3.2 Director's Duties. The Director shall be an ex officio, non-voting member of ACCEM, shall attend all meetings of ACCEM, and shall perform such duties for ACCEM as may be established by this Agreement and the Bylaws and as otherwise assigned by ACCEM.

3.3 EMCR Employees. Ada County shall employ such EMCR staff members payable out of the Emergency Management Fund as approved in its annual ACCEM budget and shall be responsible for the payment of all staff wages, payroll taxes, fringe benefits and other costs. Upon request, Ada County may provide the services of EMCR employees to other Participants for the purpose of developing regional core emergency management capabilities.

3.4 Books and Records. Ada County shall maintain in compliance with Idaho

Code, books and records for the Emergency Management Fund which shall be available for inspection and review by ACCEM at any time during business hours.

3.5 Fiscal Year. The fiscal or business year of the Board, Council and EMCR shall begin on the first day of October and end on the last day of September.

3.6 Budget. The Director shall present a preliminary budget and proposed membership contributions to ACCEM for consideration and for subsequent incorporation into each Participant's budgeting processes. A final budget will be presented to ACCEM for approval no later than the 1st day of August of each fiscal year. ACCEM shall submit a final recommended budget to the Board no later than August 15th of each fiscal year.

4. Emergency Management Fund. There shall be deposited into the Emergency Management Fund such property taxes, grants (as modified by section 4.2 below), Membership Contributions, and such other funds as may be obtained by Ada County or donated to it for the purposes set forth in Idaho Code § 46-1009 and such expenses shall be allowed as may be appropriated in the annual budget for the Emergency Management Fund.

4.1 Membership Contributions. Each Participant shall pay annual membership contributions in accordance with the terms contained herein to contribute towards funding the ACCEM program ("Membership Contributions"). Payment (or non-payment) of these funds by a participating municipality is not intended to enable or limit that municipality's ability to access EMCR services (i.e., planning, organizing, training, equipping, and exercising). Contributions are intended to provide members with voting privileges and access to discussions where emergency management priorities are set for Ada County. Membership contributions for Ada County are determined based on each member jurisdiction's respective percentage of total County population. Each year, EMCR shall submit its personnel and operating budget to the ACCEM Executive Council for approval. ACCEM uses that approved budget to determine the contributions for each member. For purposes of calculating Membership Contributions, the number of residents located within Ada County and each respective city shall be determined annually by ACCEM using the most current population estimates available to ACCEM. Membership contributions payable by Ada County shall include all of the residents inside the geographical borders of Ada County (including cities) plus the number of residents in unincorporated Ada County. Membership contributions payable by cities shall be based on the number of residents in each city, with all members also agreeing on the contribution levels payable by Ada County Highway District determined each year based on factors such as community growth and EMCR operational costs. Membership Contributions shall be due and payable to the Emergency Management Fund in equal installments on a quarterly basis. However, members can provide contributions in advance of the quarterly requirement or in its entirety each year. Membership Contributions may be adjusted annually by ACCEM.

4.2 Grants. Consistent with Section 2.5, Ada County shall apply for grants to fund emergency management capabilities, personnel and operations. Such portions of grants received by Ada County which shall be awarded to fund the programs, personnel and operations of the ACCEM shall be deposited to the Emergency Management Fund.

Expenses. Consistent with the approved budget, the costs and expenses incurred by Ada County to house, employ staff, and operate the ACCEM program may be assessed against the Emergency Management Fund as any other business expense.

5. Term of Agreement. The Term of this Agreement shall be from the date of signing to September 30 of next ensuing year. Each Participant may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this Agreement for additional annual Renewal Terms. Each annual renewal of this Agreement shall be deemed to be exercised by the Participant upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the payments payable for the next fiscal year by the Participant pursuant to this Agreement. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, the approving Participant shall deliver to the Chairman of the Board a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the Participant's governing board adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the Participant for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year.

6. Withdrawal or Termination. Any Participant may withdraw from this joint powers agreement at any time by resolution duly adopted by the Participant and upon written notice to ACCEM; provided, however, no party shall be entitled to a refund of its Membership Contributions which have been paid. Upon such withdrawal, the withdrawing party shall no longer be entitled to be a member of ACCEM and may not receive all of ACCEM's benefits or services. In addition, ACCEM, upon the affirmative vote of two-thirds (2/3) of its representatives, may terminate any party to this agreement for failure to pay its Membership Contributions within thirty (30) days of written demand for such contributions.

7. Amendment. This Agreement may be amended only by a writing signed and duly authorized by resolution of each Participant.

8. Counterparts. This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

9. Recitals and Exhibits. The recitals to this Agreement and any exhibit attached hereto are incorporated herein by this reference as if set forth in full herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

ADA COUNTY COMMISSIONERS

By: _____
Chair

Dated: _____

ATTEST:

Ada County Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____
President

Dated: _____

ATTEST:

Clerk

CITY OF BOISE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF EAGLE

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF GARDEN CITY

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF KUNA

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MERIDIAN

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF STAR

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk