# CITY OF TIGARD, OREGON
# TIGARD CITY COUNCIL
# RESOLUTION NO. 13- 30

A RESOLUTION APPROVING THE EMERGENCY MANAGEMENT COOPERATIVE AGREEMENT OF WASHINGTON COUNTY

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WHEREAS, in 2005, Tigard joined the Office of Consolidated Emergency Management (OCEM); and

WHEREAS, Tigard's membership in OCEM satisfied Oregon Revised Statute 401.305(3) which requires inter-agency coordination of emergency management policy and planning activities; and

WHEREAS, while emergency management and preparation is a primary responsibility of the county, the members of OCEM agreed to delegate this function to Tualatin Valley Fire and Rescue (TVF&R); TVF&R has provided oversight and operational support since OCEM's inception; and

WHEREAS, with regard to emergency management and preparation, the attached agreement:

- Shifts responsibility for oversight and operational support to Washington County.
- Clarifies some operational details.
- Provides for broader participation of other Washington County public agencies; and

WHEREAS, the attached agreement is viewed by the OCEM Executive Board as a very positive step for improved emergency management in Washington County.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council approves the Emergency Management Cooperative Agreement for Washington County (Exhibit A).

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 25th day of June 2013.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Exhibit A

# 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 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 and among the various emergency service functions provided within those jurisdictions; and

WHEREAS many of the participating jurisdictions entered into an Intergovernmental Agreement in November 1995, which has been subsequently amended and revised, to improve the level of disaster and emergency coordination and preparedness within the boundaries of the participating jurisdictions

### 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 jurisdictions of the participating entities and agree that the organization shall be known as the EMERGENCY MANAGEMENT COOPERATIVE (EMC).

II. PURPOSE OF AGREEMENT

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.

III. MEMBERSHIP

A. Eligibility: Washington County and all Washington County public sector jurisdictions with an emergency management program.

B. Membership Types:

1. Voting Member: Participating jurisdictions that make a financial contribution per section VII of this Agreement.
2. Non-Voting Member: Participating jurisdictions that do not make a financial contribution per section VII of this Agreement.

IV. ORGANIZATION

A. Director: The work of the cooperative will be managed and coordinated by an EMC Director. The Director will serve at the pleasure of the County, with input from the Executive Committee, and be housed by the County unless otherwise approved by 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 participating jurisdictions; 2) oversee implementation of the annual EMC work plan and budget; 3) coordinate emergency management activities within and between the participating jurisdictions; 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 staff of participating jurisdictions to temporarily or periodically collocate 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 designated emergency management staff from 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 the development of the annual 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, other emergency responder, and emergency management representatives of the participating jurisdictions. The team will only meet with the consent and 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.

V. GOVERNANCE

A. Executive Committee:

1. The EMC will be governed by an Executive Committee consisting of the chief executive officer of each participating jurisdiction. Each of these primary representatives may designate an alternative representative who may attend Executive Committee meetings and act in the absence of the participating jurisdiction's primary representative.
2. The representative of each voting member jurisdiction has the right to vote on all matters before the Committee. Representatives of non-voting jurisdictions may participate in all Committee discussions and deliberations but cannot vote. An affirmative act of the Executive Committee requires that a majority of the voting member representatives are present and the decision is unanimous.
3. The Executive Committee will be chaired by a voting member representative selected by the Committee. Chair of the Executive Committee may be rotated among the voting member representatives on an annual basis.
4. The Executive Committee will be responsible for:
   a. Approving the annual EMC work plan and budget;
   b. Approving policies related to EMC functions;
   c. Coordinating EMC actions and activities with jurisdictional elected officials and other key decision makers; and
   d. 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 Executive Committee.

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

VI. 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(5)(b).

B. Local Standards: 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 Work Plan: The Emergency Management Team will develop, for Executive Committee consideration and approval, an annual 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.

D. EMC Budget:

1. The Emergency Management Team will develop, for Executive Committee consideration and approval, an annual budget detailing the costs associated with implementing the annual work plan and supporting EMC operation and administration.
2. The Executive Committee may amend the approved budget mid-year, as needed, subject to the funding methodology outlined in section VII of this Agreement.

VII. EMC FUNDING

A. Method: Washington County will fund 51% of annually approved EMC expenditures. Other participating jurisdictions will collectively fund the remaining 49%. The funding allocation between the County and other participating jurisdictions may be adjusted during the annual budget development process. The method for allocating the non-county share amongst the other participating jurisdictions will be determined each year as part of the budget process and may be based on proportionality or any other method approved by the Executive Committee.

B. Voting/Non-Voting Members: The Executive Committee may establish a minimal membership fee for a participating jurisdiction to receive voting privileges on the Executive Committee. Non-paying jurisdictions, or those under the established threshold, will be considered non-voting members.

C. Payments: The County will invoice all financially contributing members based on the allocations approved by the Executive Committee. The invoices will be distributed during the month of July for the new fiscal year (July 1 – June 30 fiscal year). Payments are due within 45 days of receipt of invoice unless other arrangements have been made with the County.

VIII. DURATION, WITHDRAWAL, AND TERMINATION

A. Effective Date: This Agreement will go into effect on July 1, 2013, following its authorization by the governing bodies of the jurisdictions participating in the intergovernmental agreement for consolidated emergency management as of January 1, 2013 (City of Beaverton, City of Hillsboro, City of Tigard, Tualatin Valley Fire and Rescue, and Washington County).

B. Termination: This Agreement will remain in effect until June 30, 2018, 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 at the end of a fiscal year by providing written notice of its intent to withdraw to all other participating jurisdictions no less than 90 days before the end of that fiscal year. A participating jurisdiction may also withdraw effective as of any other date provided the withdrawing jurisdiction receives unanimous approval of the Executive Committee. The remaining funding obligation of a jurisdiction withdrawing under this circumstance will be determined by the Executive Committee at the time the withdrawal is approved.

D. Non-Appropriation: Notwithstanding any other provisions provided herein, a participating jurisdiction's continuation in the EMC is subject to the jurisdiction's annual budget appropriation of funds in support of the EMC.

IX. AMENDMENTS

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

X. ADDITIONAL JURISDICTIONS

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

XI. 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.

XII. INSURANCE

Each of the participating jurisdictions shall contribute to the purchase and maintenance of such insurance as will protect the EMC from claims of third parties arising from its performance under this Agreement. The amount of insurance shall be not less than the organization's liability under the Oregon Tort Claims Act.

XIII. 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.

XIV. 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 unit of local government.

DATED this _____ day of _____, 2013.

_____

[Agency Name]

APPROVED AS TO FORM

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