

## RESOLUTION NO. 2013

### A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE TO PROVIDE FOR THE USE OF THE COUNTY'S MOBILE INCIDENT COMMAND POST (MICP).

#### THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. It is necessary and desirable for the City to use the Mobile Incident Command Post from time to time.
2. The County is agreeable to the use of the Mobile Incident Command Post by the City of Troutdale for the purpose of public safety and emergency response under conditions which ensure the proper use, appropriate responsibility, liability and indemnity protection.

#### NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE


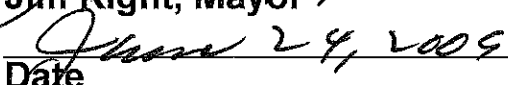
Section 1. The Mayor is hereby authorized to sign the attached Agreement which will go into effect upon signature by all parties.

Section 2. This resolution is effective immediately upon its adoption.

YEAS: 7

NAYS: 0

ABSTAINED: 0

  
\_\_\_\_\_  
Jim Kight, Mayor  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Debbie Stickney, City Recorder

Adopted: June 23, 2009

## INTERGOVERNMENTAL AGREEMENT

This is an Agreement between the City of Troutdale (CITY) and Multnomah County (COUNTY).

### PURPOSE:

The purpose of this agreement is to provide for the use of COUNTY'S Mobile Incident Command Post ("MICP") by CITY. CITY desires to use the MICP from time to time and COUNTY is agreeable to such use for the purpose of public safety and emergency response under conditions which ensure the proper use, appropriate responsibility, liability and indemnity protection when the MICP is used by CITY.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from August 28, 2008 to January 31, 2011.
2. **AGREEMENTS.** COUNTY agrees to make available to CITY the MICP for public safety and emergency needs under the following terms and conditions:
  - a. When CITY desires to utilize the MICP, CITY shall complete a Deployment Request Form, attached hereto as Exhibit 1, and shall submit the form with Multnomah County Emergency Management.
  - b. By and through the Deployment Request Form, CITY shall identify the person or persons who will operate the MICP, the purpose of such use, the date the MICP is needed, the deployment location, the date and time the vehicle will be returned, and any other special needs or conditions.
  - c. The operator(s) (driver(s)) designated by CITY have all licenses and certifications required for the operation of the MICP.
  - d. At no time shall the MICP be used for a purpose other than what is identified in the Deployment Request Form. At no time will the MICP be used for personal purpose or pleasure, nor operated or permitted to be operated by a person other than those duly certified and listed on the Deployment Request Form.
  - e. Even after the MICP is released to CITY and the use identified in the Deployment Request Form is authorized by COUNTY, COUNTY reserves the right to designate or modify the areas of operation, timeframe for operation, and such other limitations the COUNTY concludes in its sole discretion are necessary and advisable for operation of the MICP. CITY agrees to abide by such limitations.
  - f. CITY, by executing this agreement and requesting use of the MICP and designating an operator to "check out" the MICP, agrees to assume complete responsibility for any liability for personal injuries to its employees or others and for property damage to the MICP or the property of others caused by CITY's operation of the MICP until the vehicle is "checked in" with COUNTY.
3. **TERMINATION** This agreement may be terminated by either party upon thirty (30) days written notice.
4. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CITY from and against all liability, loss and costs arising out of or resulting

from the acts of COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CITY shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CITY, its officers, employees and agents in the performance of this agreement.

5. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. CITY agrees to maintain liability insurance covering CITY'S operation of the MICP.
6. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
7. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
9. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
10. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

*Director, Emergency Management*

CITY OF TROUTDALE

By \_\_\_\_\_

Title \_\_\_\_\_

*Jim Knight*  
*Mayor*

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: Assistant County Attorney

Approved as to form:

\_\_\_\_\_



# MOBILE INCIDENT COMMAND POST

## DEPLOYMENT REQUEST FORM

Requests should be forwarded to the Multnomah County Emergency Management (EM) Office within 48 hours of pick up date, except in a rapidly developing emergency event. Faxed request forms will be accepted; or click below to send this form via email. Additional signatures will be required at time of Vehicle Pick-Up.

Confirmation of Request will be made via phone to the point of contact listed below.

**Multnomah County Emergency Management**  
501 SE Hawthorne, Suite 600  
Portland, Oregon 97214  
(503) 988-6700 Office  
(503) 988-6095 Fax

To Request the Mobile Incident Command Post Vehicle the EM Office will require:

1. Name of the person(s) who will pick up, drive and return the vehicle;
2. Name of the Department or Office;
3. Date the vehicle is needed;
4. Deployment location;
5. Time vehicle will be returned;
6. Special needs (Out of County, Overnight)

The EM Staff will greet you at time of pick up (and drop off) at the Yeon Annex and provide you with the keys, help you locate the Mobile Incident Command Post Vehicle, complete a walk-through for any noticeable damage, mechanical defects, odometer reading and fuel level and have you sign additional paperwork at that time.

\* Please note: Pick-Up & Drop-Off times must be during the Yeon Annex Motor Pool's Regular Hours of Operation.

**Yeon Annex Motor Pool / Location of Mobile Incident Command Post Vehicle**  
1600 SE 190<sup>th</sup> Avenue  
Phone: (503) 988-5050  
Hours: 8:00am to 4:30pm, Monday-Friday

DATE / TIME OF REQUEST  /	POINT OF CONTACT / PHONE NUMBER / FAX  / /
JURISDICTION / AGENCY / ADDRESS  / /	
DATE / TIME NEEDED  /	DEPLOYMENT LOCATION
SPECIAL NEEDS	PURPOSE