

Clackamas County Debris Management Planning Project Intergovernmental Agreement

WHEREAS, ORS 190.003 TO 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

Whereas, The purpose of this Intergovernmental Agreement is to set forth a collaborative partnership between Clackamas County, acting by and through its Department of Emergency Management and Resource Conservation & Solid Waste, and the City of Molalla.

Whereas, The proposed partnership between Clackamas County and the City of Molalla is intended to promote communication, coordination, and collaboration between the two entities, while advancing the development and/or update of a non-regulatory city annex to the Clackamas County Debris Management Plan (DDMP).

NOW THEREFORE, it is agreed by the parties as follows:

I SCOPE OF WORK AND BACKGROUND.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes the FEMA Public Assistance Program to award Federal funding to State and local governments, Federally recognized tribes, and eligible private non-profit organizations in order to assist them in their disaster response and recovery activities. Specifically, the FEMA Public Assistance Program provides assistance for debris removal, implementation of emergency protective measures, and permanent restoration of eligible facilities and infrastructure.

In order to carry out the elements identified by FEMA in the Public Assistance Debris Management Guide (FEMA-325) the County has entered into contract with Ecology and Environment, Inc. to develop a Multi-jurisdictional DDMP for the County and partnering cities.

The primary authority for conduct of emergency operations in Clackamas County is Chapter 6.03, Emergency Regulations, of the Clackamas County Code. Actions authorized under this chapter are guided by the Clackamas County Emergency Operations Plan, which provides a concept of operations for disaster debris management supported by Annex B, Debris Management.

II. PARTNER CONTRIBUTIONS

This IGA will be implemented by Clackamas County and the City of Molalla.

Clackamas County activities and contributions include, but are not limited to:

- A. Contract with Ecology and Environment in the amount of \$65,000 for the development of the Clackamas County Disaster Debris Management Plan;
- B. Provide project management and direct liaison with Ecology and Environment, Inc. (E & E);
- C. Ensure DDMP project is completed by the December 31, 2015 deadline;
- D. Designate a primary point of contact (liaison) for city project managers;

- E. Communicate with city project managers to coordinate all DDMP activities.

City of Molalla activities and contributions include, but are not limited to:

- A. Pay Clackamas County Emergency Management \$1,500 to participate in the DDMP project;
- B. Designate single point of contact (liaison) for DDMP activities;
- C. Identify, coordinate and communicate with the **City of Molalla** DDMP project team;
- D. Gather and submit documents and information needed to complete the city's DDMP annex, such as:
 - i. Emergency management and solid waste authorities
 - ii. Existing debris management plans and procedures
 - iii. Critical infrastructure inventories
 - iv. Critical transportation routes
 - v. Pre-identified debris management sites
 - vi. Pre-identified contractors, and
 - vii. GIS data sets (infrastructure, road network, land use);
- E. Review and comment on the DDMP City Annex Template;
- F. Review and comment on the DDMP City Annex Pre-Draft;
- G. Coordinate, host and ensure adequate participation at city annex work session;
- H. Review and comment on the DDMP City Annex Revised Draft (updated with data from the city annex work session);
- I. Review and comment on the DDMP City Annex Final Draft;
- J. Maintain and update the DDMP City Annex once finalized

III. LIAISON RESPONSIBILITY

County

Sarah Stegmuller Eckman
Clackamas County Emergency Management
2200 Kaen Road, Oregon City, OR 97045
503-650-3381 office, 503-655-8531 fax
sarahste@clackamas.us

City

Jennifer Cline
City of Molalla
117 N. Molalla Ave., PO Box 248, Molalla, OR 97038
503-759-0218
jcline@cityofmolalla.com

IV. SPECIAL REQUIREMENTS

- A. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

- B. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the City is jointly liable with the County (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the City (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

V. AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of the work will be negotiated between the

designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VI. TERM OF AGREEMENT

This agreement is effective on _____ 2015 and shall terminate June 30, 2016.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth below:

Clackamas County

City of Molalla

Signature



Signature

Title

CITY MANAGER

Title

Date

7-13-15

Date