

CITY OF SHERWOOD

RESOLUTION NO. 94-570

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE ASSISTANCE AMONG PARTIES IN WASHINGTON COUNTY IN TIMES OF A MAJOR DISASTER AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Sherwood City Council desires to participate in a cooperative assistance agreement with parties in Washington County during times of major disaster; and

WHEREAS, the Parties agree to share equipment and personnel as set forth in the Cooperative Assistance Agreement; and

WHEREAS, the Cooperative Assistance Agreement plans and provides for the safety and emergency aid to the Parties making the most of efficient and effective use of resources during times of both natural and man made disasters; and

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Agreement Authorized. The City Manager is hereby authorized to enter into the Cooperative Assistance Agreement attached hereto as Exhibit "A", so long as the terms are consistent with the attached agreement and all of the parties have agreed to the same terms.

Section 2. Effective Date. This Resolution shall become effective upon passage by the City Council and approval by the Mayor.


Duly passed by the City Council this 12th day of January, 1994.

Approved by the Mayor this 12th day of January, 1994.



Walter Hitchcock, Mayor

ATTEST:



Polly Blankenbaker, City Recorder

COOPERATIVE ASSISTANCE AGREEMENT

This agreement is between the undersigned, hereinafter referred to as parties:

WITNESSETH:

Whereas, parties to this agreement are responsible for the response to and management of emergency conditions and disasters; and

Whereas, each of the parties owns and maintains equipment, and employs personnel who are trained to provide various emergency response services; and

Whereas, in the event of a major storm, earthquake, or other major emergency or disaster, any or all of the parties may need assistance; and

Whereas, the parties may have necessary equipment and personnel to provide each other with supplemental support in the event of such an emergency; and

Whereas, the proximity of the parties enables them to provide mutual assistance to each other; and

Whereas, a mechanism for requesting and allocating scarce resources during the life safety response period of emergencies is needed; and

Whereas, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

Now therefore, the parties agree as follows:

1. DEFINITIONS

Area Command (AC) - Comprised of one representative each from Fire, Law Enforcement and Public Works, AC coordinates resource requests from Zones, as well as to and from outside the County.

Area Multi-Agency Coordination (MAC) - Comprised of representatives from each response agency in the County, this group sets policy and procedure for Area Command. Normally not active during incidents.

Emergency Operations Center (EOC) - A facility from which response and recovery efforts are coordinated. The County's EOC is located in the basement of the Jail.

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Incident Command System (ICS) - The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure with responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

Incident Commander (IC) - The person in charge of managing an incident.

Resource - Equipment and/or personnel appropriate to the management of an emergency, excluding Tualatin Valley Fire and Rescue's State Sponsored Regional Hazardous Materials Team.

Zone Command - Comprised of one representative each from Fire, Law Enforcement and Public Works, this group coordinates resource requests within a geographical Zone, as well as to and from the Zone.

Zone Multi-Agency Coordination (MAC) - Comprised of one representative from each response agency within the Zone, this group sets policy and procedure for Zone Command prior to incidents. Normally not active during incidents.

2. ACTIVATION

If a Zone Command is established this agreement is activated, and, as needed, supersedes other local emergency automatic or mutual aid agreements.

3. MUTUAL AID

If confronted with an emergency situation (as defined in ORS 401) requiring equipment or personnel not available to the requesting party (requestor), the requestor may request assistance from any or all of the other parties.

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the type of equipment and appropriately trained personnel available to respond to the request.
- B. Determine what available equipment and personnel should be dispatched.

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- C. Dispatch available equipment and personnel to the designated location.
- D. In the event the needed equipment or personnel is not available, immediately advise the requestor of such fact.

4. COORDINATION OF RESOURCE REQUESTS

The parties agree, in order to better manage resources, that Washington County shall be divided into three resource allocation zones to be managed by Zone Commands as follows:

WEST ZONE: Those portions of Washington County receiving fire protection from Tri-City RFPD, Forest Grove RFPD, the City of Forest Grove, Gaston RFPD, the City of Cornelius, Cornelius RFPD, and the adjacent unincorporated areas of Washington County which lie west of the eastern boundaries of Tri-City RFPD and Forest Grove RFPD.

CENTRAL ZONE: Those portions of Washington County receiving fire protection from the City of Hillsboro and Washington County RFPD #2, including that portion of Washington County which lies north of the north boundary of Washington County RFPD#2 and east of the east boundary of Tri-City RFPD.

SOUTHEAST ZONE: Those portions of Washington County receiving fire protection from Tualatin Valley Fire and Rescue and the Beaverton Fire Department.

When an emergency or emergencies which may require resources not immediately available within the jurisdiction exist, the Incident Commander(s) may request activation of the Zone Command. These Zone Commands, consisting of fire, law enforcement and public works representatives, will receive resource requests from incident commanders and attempt to obtain these resources, either from unaffected jurisdictions within the Zone or from the County. If requests for resources exceed available resources, Zone Command will allocate available resources based upon life-safety needs.

If two or more Zone Commands are activated, the County will activate an Area Command, consisting of the fire, law enforcement, and public works coordinators within the County's Operations Group, which will coordinate resource requests from Zones, as well as to and from outside the County.

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(See Attachment A)

If only a single Zone Command is active, Area Command can be available to allocate resources.

5. INCIDENT COMMAND

When personnel and/or equipment are furnished pursuant to this agreement, the person in charge of incident control in the jurisdiction where such incident occurs shall have supervision over the personnel and equipment furnished. Provided, however, when such officers shall not have arrived at the scene of the incident, the commanding officer of the party rendering aid shall be in command of the incident until the arrival of an officer of the party requesting aid, and during such time shall exercise all lawful authority of such jurisdiction. Units shall be released as soon as is practicable.

Nothing in this agreement shall be construed to prevent the commanding officer of the personnel and equipment of the party rendering assistance from refusing, in the exercise of his/her best judgment and discretion, to commit personnel or equipment to a position in which danger of loss of life or equipment exists. The commanding officer of the party furnishing aid on duty at the scene of the incident shall be the sole judge of the extent and imminence of such danger.

If the Incident Commander specifically requests a supervisor of the responder to assume command, that Incident Commander shall not, by relinquishing command, relieve the requestor of responsibility for the operation.

6. DOCUMENTATION

Documentation of personnel hours worked and equipment/materials used will be maintained by the responder and provided to the requestor on request.

7. RELEASE OF EQUIPMENT AND PERSONNEL

All equipment and personnel used under this agreement shall be returned to the responder upon release by the requestor or demand by the responder.

8. COMPENSATION

All aid provided under this agreement within the first 12 hours from time of dispatch shall be provided at no charge to the requestor. After the first 12 hours charges may be levied. A list of labor and equipment rates from the responder will be given to the requestor at least four hours prior to the charges being levied to indicate that such charges will be in effect. Compensation may include:

- A. Compensation for workers at the responder's current pay structure including call back and overtime.
- B. Compensation for equipment at the responder's established rate.
- C. Materials shall be replaced in kind or paid for at current replacement costs.

9. WORKERS' COMPENSATION AND EMPLOYER LIABILITY

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both its own employees as required by Oregon Revised Statutes.

10. LIABILITY WAIVER AND RELEASE

The participating jurisdictions, in furtherance of this Agreement, shall be providing equipment and personnel in some times hazardous situations. The parties recognize there are some inherent risks to equipment and personnel in performance of their responsibilities. Each jurisdiction shall be responsible for damage/loss to its own property and injury to its personnel while under loan to another jurisdiction under this Agreement except for such injury, damage and loss that is the direct consequence of the negligent conduct of the jurisdiction having supervision and control over personnel and equipment loaned to it under this Agreement. The jurisdiction that has supervision and control over personnel or equipment or both loaned to it under this Agreement shall hold the loaning - and other jurisdictions harmless from and indemnify them against any and all claims by persons not parties to this Agreement for personal - and bodily injury, death and property damage alleged to have resulted from the Borrowing jurisdiction's use of that personnel and equipment. Nothing in this Agreement is intended nor shall it be construed as imposing any liability on a jurisdiction for claims in excess of the Oregon Tort Claims Act.

11. DISPUTE RESOLUTION

The participating jurisdictions recognize and agree that this Agreement is a cooperative effort to provide a program for timely and appropriate response to major emergencies and/or disasters. It is further agreed that any dispute among the parties should be resolved in a cooperative fashion and at the lowest level possible. In the event of any dispute, that cannot be resolved on an informal basis, the participating jurisdictions to the dispute shall use the following process:

- A. Any participating jurisdiction who believes they are aggrieved shall present their complaint in writing. The complaint shall be prepared by the complaining party's emergency command officer and presented to his or her counterpart with the party to whom the complaint is directed. The command officers shall meet and attempt to resolve the dispute.
- B. If the grieving party does not receive a response within 10 days of submission of the complaint or if the complaint remains unresolved after any meeting between the command officers, the grieving party's senior administrative official (e.g., Sheriff, Police Chief, Fire Chief) may pursue the complaint by presenting it in writing to his or her counterpart with the party to whom the complaint is made. The senior administrative officials shall meet and attempt to resolve the dispute.
- C. If the grieving party does not receive a response within 10 days of submission of the complaint or if the complaint remains unresolved after any meeting between the senior administrative officials, the grieving party may pursue the complaint by presenting it to its chief elected official (e.g., Chairman of the Board) who may meet with his or her counterpart with the party to whom the complaint is made.

If a participating jurisdiction does not have an emergency command officer, any dispute shall be initiated at step 2. above. Any dispute that remains unresolved after utilizing the above process may be pursued by litigation. However, no party to this Agreement shall initiate any litigation arising from this Agreement or any performance by a party as a result of this Agreement, without first processing the dispute as described above. Any litigation that may be initiated shall be filed in the Washington County Circuit Court.

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12. INSURANCE

Each party to this Agreement shall purchase and maintain such insurance as will protect it from claims of third parties arising from its performance under this Agreement and in an amount not less than the Oregon Tort Claims Act. In lieu of acquiring insurance, any party may provide self-insurance as provided by law.

13. PRE-INCIDENT PLANNING

The parties shall develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of equipment and personnel to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the responder of its own geographical area. The Zone MACs and the Area MAC will develop policy and procedures for implementing the resource management system enabled by this agreement.

14. REVIEW

This agreement shall be reviewed at least every five years by the Area MAC.

15. TERMINATION

Any party may terminate its participation in this agreement as follows:

Written notice of intent to terminate this agreement must be given to all parties at least 30 days prior to termination date. This notice shall automatically terminate the agreement with the jurisdiction requesting the termination on the date set out unless rescinded prior thereto in writing. Such termination shall not affect the agreement among the remaining signatories.

16. NON-EXCLUSIVE

This agreement is not intended to be exclusive among the parties. Any of the parties may enter into separate mutual aid agreements with any other party. No such separate agreement shall terminate any responsibility under this agreement unless it is terminated as provided in Section 15 of this agreement.

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In Witness whereof, the parties hereto have caused this agreement to be executed by duly authorized representatives as of the date of their signatures.

WASHINGTON COUNTY, OREGON

CITY OF BANKS, OREGON

BONNIE HAYS, CHAIR (DATE)
BOARD OF COUNTY COMMISSIONERS

HOWARD STEINBACH, (DATE)
MAYOR

REVIEWED:

REVIEWED:

BY: _____
JOHN M. JUNKIN, COUNSEL
WASHINGTON COUNTY, OREGON

BY: _____
ATTORNEY
CITY OF BANKS, OREGON

CITY OF BEAVERTON, OREGON

CITY OF CORNELIUS, OREGON

ROB DRAKE, (DATE)
MAYOR

NEAL KNIGHT, (DATE)
MAYOR

REVIEWED:

REVIEWED:

BY: _____
PAMELA BEERY, ATTORNEY
CITY OF BEAVERTON, OREGON

BY: _____
ATTORNEY
CITY OF CORNELIUS, OREGON

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CITY OF DURHAM, OREGON

PEGGY MANNING, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF DURHAM, OREGON

CITY OF FOREST GROVE, OREGON

RICHARD KIDD, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF FOREST GROVE, OREGON

CITY OF GASTON, OREGON

LARRY EPLING, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF GASTON, OREGON

CITY OF HILLSBORO, OREGON

GORDON FABER, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF HILLSBORO, OREGON

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CITY OF KING CITY, OREGON

LINDA JENKINS, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF KING CITY, OREGON

CITY OF NORTH PLAINS, OREGON

ROBERT KINDEL JR, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF NORTH PLAINS, OREGON

CITY OF SHERWOOD, OREGON



WALTER HITCHCOCK, (DATE)
MAYOR

REVIEWED:

BY: 
ATTORNEY
CITY OF SHERWOOD, OREGON

CITY OF TIGARD, OREGON

GERALD R. EDWARDS, (DATE)
MAYOR

REVIEWED:

BY: _____
ATTORNEY
CITY OF TIGARD, OREGON

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CITY OF TUALATIN, OREGON

TUALATIN VALLEY FIRE & RESCUE

STEVEN L. STOLZE (DATE)
MAYOR

SOPHIA PLATT, CHAIR (DATE)
BOARD OF DIRECTORS

REVIEWED:

BY: _____
ATTORNEY
CITY OF TUALATIN, OREGON

JACK SNOOK, CHIEF (DATE)
TUALATIN VALLEY FIRE & RESCUE

WASHINGTON COUNTY FIRE
DISTRICT #2

TRI-CITY RURAL FIRE
PROTECTION
DISTRICT

MIKE KROPP, PRESIDENT (DATE)
BOARD OF DIRECTORS

HENRY SCHMIDLIN, (DATE)
BOARD CHAIRMAN

DICK DUYCK, CHIEF (DATE)
WASHINGTON CO. FIRE DIST. #2

JOHN SCHLEGEL, CHIEF (DATE)
TRI-CITY RFPD

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**CORNELIUS RURAL FIRE
PROTECTION DISTRICT**

MELVIN FINEGAN, BOARD CHAIR
CORNELIUS RFPD

CHRIS ASANOVIC (DATE)
CHIEF

**FOREST GROVE RURAL FIRE
PROTECTION DISTRICT**

ROBERT EPLER, BOARD CHAIR
FOREST GROVE RFPD

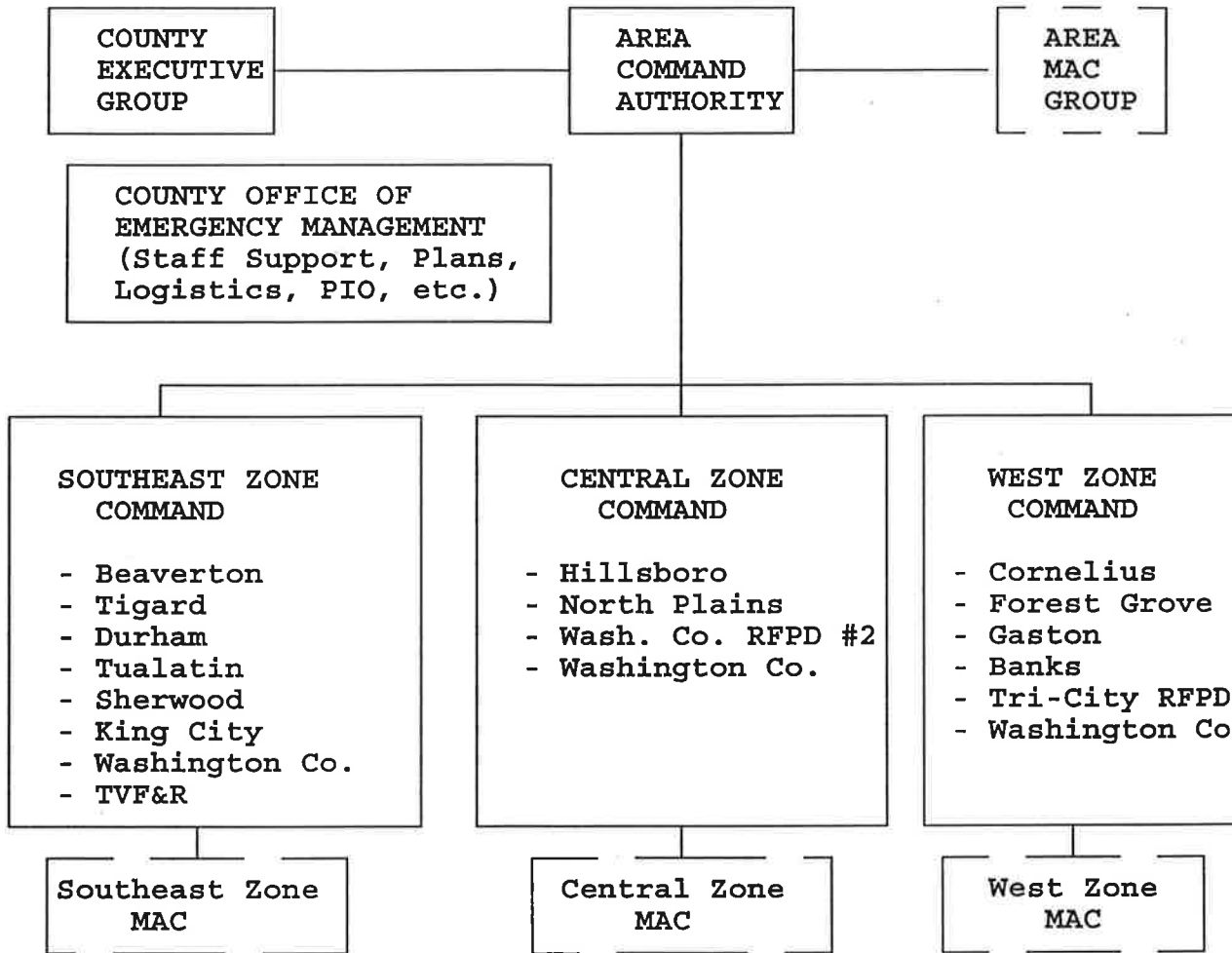
ROBERT DAVIS, (DATE)
CHIEF

**GASTON RURAL FIRE PROTECTION
DISTRICT**

JOHN BEGERT BOARD CHAIR
GASTON RFPD

RON HOODENPYL, (DATE)
CHIEF

WASHINGTON COUNTY EARTHQUAKE TASK FORCE
 RESOURCE ALLOCATION MODEL
 (MULTI-ZONE INCIDENT)



COUNTY EXECUTIVE GROUP: Board of County Commissioners, County Administrator, County Counsel, Director of Emergency Management

AREA COMMAND: Comprised of one representative each from Fire, Law Enforcement and Public Works, AC coordinates resource requests from Zones, as well as to and from outside the County.

AREA MULTI-AGENCY COORDINATION COMMAND: Comprised of representatives from each response agency in the County, this group sets policy and procedure for Area Command. Normally not active during incidents.

ZONE COMMAND: Comprised of one representative each from Fire, Law Enforcement and Public Works, this group coordinates resource requests within a geographical Zone, as well as to and from the Zone.

ZONE MULTI-AGENCY COORDINATION COMMAND: Comprised of one representative from each response agency within the Zone, this group sets policy and procedure for Zone Command prior to incidents. Normally not active during incidents.