

INTERGOVERNMENTAL AGREEMENT

TO ESTABLISH THE WEST LANE EMERGENCY OPERATIONS GROUP

AN AGREEMENT, entered into by and between some or all of the following: the Cities of Florence and Dunes City, the Port of Siuslaw, Siuslaw Rural Fire Protection District, and the Western Lane Ambulance District, all of which are political subdivisions of the State of Oregon, and the Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians Police Department.

RECITALS

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements with one another for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform, and

WHEREAS, ORS 190.110 provides that units of local government may also cooperate with an American Indian tribe or agency of an American Indian tribe, and

WHEREAS it is the intent of the parties to create an intergovernmental entity in accordance with ORD 190.010, 190.085 and 190.110, for the purposes provided in this agreement.

Now therefore it is agreed:

Section 1. DEFINITIONS

For the purposes of this agreement the following terms shall mean:

- A. **Member.** A qualified governmental entity (a) whose authorized representative has signed a copy of this Agreement; (b) that has adopted an ordinance ratifying the creation of the Group in accordance with ORS 190.085 or has taken other legislative action to accomplish the same purposes; and (c) is either an original member of the Group or has been accepted as a member by a majority of the members.
- B. **Qualified government entity.** A local government authorized under ORS 190.010(5) to create an intergovernmental entity, or a state agency, American Indian tribe or a United States Governmental agency with whom local governments have the authority to cooperate under ORS 190.100.
- C. **Group.** The West Lane Emergency Operations Group, an intergovernmental entity formed as an organization of government by an intergovernmental agreement, having the power to own property, enter into agreements and such other powers as described in this agreement.
- D. **Associate Member.** A non voting member of the Group who may attend all meetings and participate in the activities of the Group to the extent allowed by law or by agreement between the Group and the associate member.

- E. **Emergency.** Any human-made, technological or natural event or circumstance causing or threatening loss of life, injury to persons or property, human suffering or financial loss including but not limited to disaster, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of petroleum products or other hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage and war.
- F. **Emergency Preparedness.** The process for developing plans to guide both governmental and community members through a disaster.
- G. **Emergency Response.** The coordinated response by local emergency service providers for a major event under the National Incident Management System as facilitated by the local Emergency Management Team and the Emergency Operations Center.
- H. **Emergency Recovery.** The actions necessary to bring the community and local government back to normal pre-disaster life.
- I. **Hazard Identification.** Those actions necessary to reduce the potential effects of identified hazards prior to an emergency event.
- J. **Disaster.** An occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological or human-made cause including but not limited to fire, flood, earthquake, windstorm, oil spill or other contamination, radioactive incident, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile or paramilitary action, or structure failure of a dam, building or infrastructure, or other public calamity requiring emergency action.

Section 2. GENERAL PURPOSE

The purpose of this Agreement is to form an intergovernmental entity (hereafter the West Lane Emergency operations Group or the "Group"), which shall operate under the direction of representatives from entities which have agreed to the terms and conditions of this agreement, to carry out the following activities and functions:

- A. To coordinate the emergency planning, preparedness, response and recovery activities of participating emergency providers in west Lane County (the area within the Western Lane Ambulance District ASA, which will be referred to as the "Area"); See attachment "A" Map of Area.
- B. To work with all entities, public and private, that expect to play a role in emergency preparedness and emergency response within west Lane County;
- C. To assist members to review and update their emergency plans and develop emergency response plans for underserved areas within the Area;
- D. To improve emergency preparedness by, among other activities, assistance in education regarding emergencies, developing inventories and acquisition or assistance with acquisition of emergency supplies and, where appropriate, facilitating the storage and readiness planning for emergency materials;

- E. To improve emergency response activities through such activities as training, coordinating response assignments, coordination of mutual assistance plans and agreements, and designation of persons and agencies responsible for directing emergency response;
- F. To improve emergency recovery activities through the coordination of emergency declaration responsibilities, helping to ensure access to stored emergency materials, assisting with the development of facilities conversion plans, agreements regarding emergency substitution of personnel, and similar matters;
- G. To extend the benefits of membership to other entities, including private parties, that are able to assist and contribute to the foal of improved emergency operations in the Area; and
- H. To acquire tangible and intangible assets and take other actions as are deemed necessary to fulfill the purposes of the Group.

Section 3. MEMBERSHIP

- A. The West Lane Emergency Operations Group is a public body, created by its original members under the authority of ORS 190.010(5) and ORS 190.110(1). Membership in the Group is, subject to the approval by a majority of the original members of the Group, open to any qualified governmental entity that has emergency operations responsibilities in the Area or that can contribute to the improvement of emergency operations and is willing to accept to the obligations of membership. The original members anticipate that such additional members may include the school district and that the Group may agree with Peace Harbor Hospital for its participation in the Group's activities.
- B. Entities seeking to accept the terms of this Agreement and become members may seek full voting membership or associated, non-voting membership. Membership status will be agreed to by the applying Member and the Group at the time the new Member is added. The addition of a new member shall not be considered an amendment to the Agreement.
- C. Associated non-voting members must accept terms of this Agreement, but need not adopt an ordinance approving this Agreement. Members that do not pass an ordinance approving the Agreement shall not be delegated any authority that involves the exercise of any governmental authority share with the Group by a full voting member.
- D. Associated, non-voting members may participate fully in all Group discussions and consideration of matters before the Group, including discussions concerning Group policies and actions. Associated, non-voting members may make recommendations to the Group concerning any Group policy or action. Associated, non-voting members may not propose an item for consideration and vote by the Group.

Section 4. AUTHORITY

- A. Group authority. Except as provided in Subsection B of this section, the Group shall have authority to act on behalf of the members to oversee and direct the emergency planning, preparedness, response and recovery, and such other related responsibilities as may be assigned by the members. The Group shall have authority to carry out all functions and duties assigned to it by its members by or pursuant to this agreement, including the authority to buy and sell real and personal property, to contract, to borrow against pledges of Group funds and to otherwise act consistent with its responsibilities, subject to the specific provisions of reservation provided in this agreement. When approved by a majority of the current membership of the Group, the Group may designate one or more members to carry out day-to-day operations and act as the executive authority for policy decisions made by the Group.
- B. Powers retained by Members. This Agreement does not irrevocably assign or otherwise reduce the members' powers or authority with regard to emergency operations.
1. The Group is not authorized to create an obligation or debt to be paid by any member, and no member shall be liable to pay any obligation or debt of the Group or compensate any entity for a loss that may result from an action of the Group. The debts, liabilities and obligations of the Group shall not, and may not, be assigned to the parties to this agreement, either jointly or severally.
 2. Members of the Group retain full authority to amend this Agreement, and individual members may adopt, any legislation required as a prerequisite for any action by the Group.
- C. The activities of the Group may be performed by administrative officers or other personnel hired by the Group, or by personnel loaned to the Group by a member. Any personnel loaned to the Group by a member shall remain an employee of the loaning members, who shall therefore remain responsible for all employee pay and benefits, although the Group may, by separate agreement, provide for reimbursement of the member for the expense of the loaned personnel.
- D. The Group may receive property transferred to it by a member, or any other person, and may undertake joint or shared ownership of property, real or personal.

Section 5. CONTRACTS

The Group is authorized by the members to enter into contracts for:

- A. Technical and professional services, including but not limited to general and specialized education with regard to emergency operations and emergency preparedness, emergency planning and hazard identification, and other services necessary to fulfill the Group's purposes.
- B. The receipt and expenditure of funds, including grant funds.

- C. The lease, purchase and ownership of real and personal property.

The Group's contracts shall be valid when signed by the presiding officer of the Group, after authorization of such signature by a majority of the members of the Group.

Section 6. RULES OF PROCEDURE

The Group shall adopt rules of procedure. The rules shall:

- A. Establish times and places of meetings.
- B. Establish a central office for the Group, which shall have a mailing address a telephone, and appropriate records of the Group. This may be accomplished with facilities owned by a member of the Group and loaned to the Group for use.
- C. Prescribe officers of the Group to be elected by the Group from among its members.
- D. Provide for the organization and operations of the meetings of the Group. Each full voting member shall be entitles to select one representative to vote at Group meetings. A quorum for any meeting shall consist of a majority of the full voting members that have appointed representatives.
- E. The original rules of procedure shall provide that a decision of the Group, including a decision to amend the rules of procedure, may be made only upon the affirmative vote of at least half of the members of the Group. The rules of procedure may me amended to provide that decisions may be made by less than a majority of the members, except that no amendment of the rules of procedure may ever be made by less than a majority of the members. The rules of procedure may provide for meetings to be conducted by telephone or for the attendance of some members representatives by telephone.

Section 7. COST OF OPERATION

- A. The cost of operation of the Group shall be determined by the Group, according to its Rules of Procedure. In accordance with and subject to the Oregon local budget law, the Group may make expenditures for the purchase of materials, services, supplies and equipment. Expenditures shall not exceed the funds appropriated for the purpose by the Group. All obligations of the Group shall be subject to prior appropriation of funds. Cost of operation of the Group shall be limited to membership dues unless other funds are anticipated to be available during the budget cycle. No members shall be individually obligated for any payments except as previously approved by the member.
- B. Any revenues received in excess of the budgeted cost of operation me be reinvested in the provision of additional serves by the Group, or held in contingency for future needs, or otherwise used as determined by the Group in conformance with Oregon local budget law.

Section 8. MEMBERSHIP DUES

- A. One of the obligations of membership in the Group is the payment of membership dues. Each member shall pay dues on an annual basis according to the formula set forth in

Attachment B. Attachment B may be amended from time to time based upon a proposal from the Group, or from any member, including associated non-voting members, Any change to the formula set forth in Attachment B will be effective only when approved by all the current members of the Group whose percentage or dollar contribution would be changed by the amendment. Dues shall be due Jul1 of each year. Members joining after July 1 of any fiscal year shall pay prorated dues for the first year of membership.

- B. Voluntary payments to the Group, or payments pursuant to other agreements with the Group or any of it members, shall not be considered as dues payments.

Section 9. TERMINATION AND WITHDRAWAL

- A. The duration of this agreement shall be perpetual. Any members may terminate its participation in the agreement and withdraw from the Group upon 90 days written notice of withdrawal to the Group and other members. If sufficient members withdraw that it appears necessary or appropriate to terminate the operations of the Group, the members, including members who have withdrawn or sought to withdraw within the prior six months who wish to attend, shall meet and provide for the transfer or assumption of then current Group activities.
- B. Failure to pay member dues in full within 90 days of the beginning of the fiscal year, or the absence of a member representative at three consecutive regular meetings of the Group may be considered by the Group to be an implied request to withdraw from membership. At a special meeting, or at its next regular meeting after the development of such an implied request for withdrawal, the Group may terminate the member's membership in the Group. Notice that the Group will consider termination must be mailed to all members by first-class mail no less than 21 calendar days in advance of the meeting, so that each member may confer with the member's representative, or to select a special representative, and for the member to instruct the member's representative on the proposed withdrawal or termination. If, at a meeting where consideration of such termination has been adequately noticed, the Group determines that termination of membership is appropriate, that member's membership shall be terminated immediately. The Group need not return any dues paid or other contribution made to the Group. The Group action to terminate a member's membership under these conditions is not a breach of the Agreement.
- C. Prior to, but as an action leading to, the dissolution of the Group, any member or members may, by agreement, assume responsibility for specific debts, liabilities or obligations of the Group. Prior to, but as an action leading to, dissolution of the Group, all assets acquired by the Group shall be disposed of by sale or transfer, as determined by the Group. In the event that some debts, liabilities or obligations remain after a voluntary assumption and payment from the proceeds of the disposal of assts, these debts, liabilities or obligations shall be apportioned among all members according to their proportional payment of Group dues according to the dues agreement then in effect.

Section 10. DISPUTE RESOLUTION

- A. In the event of a dispute or disagreement regarding the performance, terms or conditions of this agreement, unless otherwise provided, the members shall first attempt to resolve the dispute by information discussion among the members' representatives. If informal

discussions among the representative fail to resolve the dispute, the representative shall seek guidance from, or involvement of, the persons or officials who designated the representative on behalf of their entities.

- B. If the steps described in subsection A fail to resolve the dispute, the members shall engage a mediator or facilitator to assist the representatives in resolution of the dispute.
 - 1. The parties may use any method for selecting a mediator that is acceptable to all parties involved in the dispute. Absent such agreement, they shall ask the faculty members at the University of Oregon School of Law who teaches mediation to provide a list of three qualified mediators. Each side of the dispute may strike one name from the list, and the remaining person shall be the mediator, if the person is willing to serve in that capacity.
 - 2. Each member involved in the dispute shall pay an equal share of the cost of the mediation services.
- C. If mediation fails to produce a resolution of the dispute, any member may initiate a legal action in the Circuit Court for Lane County, for declaratory relief or such other relief as may be available given the nature of the dispute.

Section 11. EFFECTIVE DATE

- A. As required by ORS 190.085, prior to this agreement becoming effective, each of the local government parties to this agreement must enact an ordinance ratifying the creation of the intergovernmental entity, declaring that it is the intent of the governing body enacting the ordinance to create an intergovernmental entity by intergovernmental agreement, specifying the effective date of the agreement, setting forth the public purposes of the intergovernmental entity and describing the powers, duties and functions of the intergovernmental entity. Not later than 30 days after the effective date of the intergovernmental agreement, each member, upon joining, must file with the Secretary of State copies of the enacting ordinance and copies of this intergovernmental agreement.
- B. A qualified governmental entity that is not a local government shall ratify the creation of the intergovernmental entity by enacting legislation in an appropriate form to address each of the matters listed in subsection A of this section.
- C. This agreement shall become effective for the first and second members of the Group upon the adoption of an enacting ordinance by the second members adopting such an enacting ordinance, and shall thereafter become effective for each additional local government member of the Group acting pursuant to ORS 190.010(5) upon adoption of an enacting ordinance. This Agreement shall become effective for any other entity joining the Group when the Group and member have both approved the addition of the member, which shall be confirmed by the signature of the Group chair and an authorized representative of the new member affixing their signatures on copies of this agreement and noting also the date of the signature.

Section 12. NOTICE

Until notice of a change is provided to all of the current members of the Group, all notice to the Group shall be directed to:

Director
Western Lane Ambulance District
PO Box 2690
Florence, OR 97439

Signed:

Western Lane Ambulance District

Title

Date

City of Florence

Title

Date

Dunes City

Title

Date

Siuslaw Valley Rural Fire Protection
District

Title

Date

Confederated Tribal Police Dept

Title

Date

Port of Siuslaw

Title

Date

ATTACHMENTS

Attachment "A" = Area of the District

Attachment "B" = Dues Calculator

