



# Council Business Meeting

Date

<b>Agenda Item</b>	IGA with City, SOU, and ASD		
<b>From</b>	Joe Lessard	City Manager	
<b>Contact</b>	Joe.lessard@ashland.or.us		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input checked="" type="checkbox"/>		

## **SUMMARY**

The City of Ashland, Southern Oregon University, and the Ashland School District are partnering together creating an Intergovernmental Agreement (IGA) to form a joint-Emergency Operations Center which will provide collaborative and coordinated support for response and recovery to large-scale emergencies in Ashland and our surrounding communities.

## **POLICIES, PLANS & GOALS SUPPORTED**

Creation of this IGA meets the #2 goal of the climate and energy action plan: to prepare Ashland to be more resilient from climate change impacts. The IGA establishes a coordinated partnership between the City, SOU and the ASD for joint emergency operations and planning. a functional Emergency Operations Center (EOC), training for personnel to staff the EOC and its services, and to ultimately provide better coordination to support our local large-scale climate caused and human caused disasters that threaten our way of life in this valley.

(I looked up the Council Goals on the website, they only include 2019-2021 and seem outdated... Maybe we use the Vision and Values from the Better Together posters? Many of them relate: environmental resilience, regional cooperation, sustainability...)

## **BACKGROUND AND ADDITIONAL INFORMATION**

In the wake of the Alameda Fire and so much devastation to so many Oregon communities in 2020, efforts were made to develop the resiliency and capacity in Ashland. The City evacuation plan was created and adopted, but more coordination with local stakeholders needed to be developed. City Manager Joe Lessard recognized the need for more collaboration between existing agencies. He began discussions with the Fire and Police Chiefs, SOU, and the Ashland School District to create a unique partnership in the development of a joint Emergency Operations Center. Utilizing the strengths of each agency, and building capacity through individualized training, a standing EOC staffed with trained local personnel could support large-scale events affecting our community and businesses. The IGA between these partners is a big step forward in this process.

## **FISCAL IMPACTS**

The City of Ashland is providing a full-time Emergency Management Coordinator to help build and maintain the EOC, and to coordinate training staff in each agency to serve in EOC positions (salary and benefits are available on Open.gov..?) SOU is providing available space for the EOC, while the ASD has allocated funding for training for EOC staff.

## **DISCUSSION QUESTIONS**

**What are the immediate costs of the facility? What will be ongoing costs?** My salary, the cost of the utilities, cost of moving antennas and installing frequencies on them, costs of updated functional software and forms for EOC positions and roles, cost of ongoing trainings and personnel hours to attend those trainings.

**Who will staff the EOC?** City employees, SOU employees, and ASD employees. We are exploring further partnerships with the City of Talent.





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**For what would an EOC need to be activated for?** Large-scale climate driven or human caused disasters: fire, flood, hostile events, earthquakes. Outside of disasters, an EOC's Incident Management Team could be activated to support larger-scaled events in our community: football games, parades, concerts.

**What does it actually do?** An EOC handles support and information functions in large scale disasters. It assists incident commanders with getting more resources, support services, and recovery efforts in major events in the long and short-term.

**What kind of training does one need to perform in an EOC role?** FEMA provides the framework and coursework for anyone involved in EOC work. Roles and functions are based on NIMS Incident Command structures which have been established and used for decades.

**What are the biggest challenges either fiscally or realistically in this process?** Each potential disaster we are faced with demands a different level of response and work (fire, flood, earthquake, human catastrophes and refugees, pandemics, other climate-driven events that will impact our infrastructure). Top four challenges in any disaster are: communications (expensive to build and maintain), depleted or limited resources (people and equipment), data collection and sharing, and getting the proper support and notifications to those in immediate need.

## **SUGGESTED NEXT STEPS**

We will need to get the EOC up and running for fire season. Once operational, we need training and exercises to build up our muscle-memory to function.

Need to develop a secondary and tertiary EOC location (can't always depend on our primary location).

We need every community member to review the Ashland evacuation plan and practice their own evacuation, and secondary routes.

We need every community member to sign up for Citizen Alert (existing Nixle members should log onto citizen alert and update their information):

<https://jacksoncountyor.org/emergency/resources/citizen-alert>

Work towards more collaboration with City of Talent (we are doing joint training in April and June with City of Talent).

To council:

Work with your EMC to understand your role as an elected/appointed official in a disaster.

Learn your AMC and help find places we can develop our practices and procedures for emergencies.

Encourage your constituents to be prepared for evacuations, have a plan and practice it, get a 72 hour emergency kit.

Be adaptable and resilient in the face of coming events and disasters, no one is alone in any of this, and we are Better Together...

## **REFERENCES & ATTACHMENTS**

The IGA.

**INTERGOVERNMENTAL AGREEMENT BETWEEN SOUTHERN OREGON  
UNIVERSITY, THE ASHLAND SCHOOL DISTRICT, AND THE CITY OF ASHLAND  
FOR JOINT EMERGENCY OPERATIONS AND PLANNING**



**Ashland School District**  
INSPIRING LEARNING FOR LIFE

This Intergovernmental Agreement (“Agreement”) is made by and between The City of Ashland, a political subdivision of the State of Oregon, (“City”), Southern Oregon University (“SOU”) a public university in Oregon, and the Ashland School District (“ASD”) a public school district that serves the city of Ashland, Oregon, jointly the Partners or individually Partner

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, counties, cities, and units of local governments may enter into cooperative agreements for the performance of any or all functions and activities that a Partner to the Agreement, its officers, or agents have the authority to perform.
2. Each Partner to this Agreement has authority and responsibility to organize and respond to emergencies and disasters within their jurisdiction.
3. EOC services means any Partner’s response to emergency or disaster conditions to maximize the health and safety of the public, to minimize property damage, and to maintain community control (“EOC Services”).
4. All Partners seek to participate in the creation of an Emergency Operation Center that is aligned with Federal, State, and County plans that provide coordinated response and recovery EOC Services during an emergency warranting EOC Services.
5. The Partners, due to resource constraints, cannot individually establish and run fully functioning EOC Services through multiple operational periods. As such, the Partners wish to coordinate resources and activities and, together, work collaboratively with other Federal, State, local, community and faith-based organizations, tribal, and private-sector partners.
6. Adequate adjustable space is crucial for EOC coordination, including assembling, operating, maintaining, and accommodating additional requirements such as sheltering in place, rest and recovery areas for sleeping, changing, and washing.
7. The Lithia Motors Pavilion, under SOU's control, has been determined by the Partners as a suitable EOC facility for local/regional emergency response, recovery, and management.
8. The Partners understand that emergency management planning is a continuous process that is linked closely with training and exercises to establish a comprehensive

preparedness agenda and culture and that specific expertise, including personnel resources, are required.

9. The City has prioritized EOC and is capable of providing the expertise and personnel to lead and allocate resources systemwide. The City's responsibilities and authority to use Emergency Powers are acknowledged by the Partners, including as defined in Ashland Municipal Code (AMC) Chapter 2.62.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Partners hereto as follows:

## **TERMS OF AGREEMENT**

1. **Term.** The term of this Agreement shall begin on the date all required signatures are obtained and shall continue until terminated by the Partners according to the terms herein.
2. **EOC Facility.** SOU agrees to allow the use of the EOC Facility as follows:
  - a. SOU has designated the use of Lithia Motors Pavilion, Room 031, as the Emergency Operations Center ("EOC Facility").
  - b. SOU will allow the use of the use of the EOC Facility and other campus facilities as deemed necessary for pre-planned emergency trainings that are mutually agreed upon by the Partners, which shall generally be conducted between SOU's Spring academic semester and before its Fall academic semester. SOU, in its sole judgment, will make reasonable efforts, to allow the Partners, individually or jointly, to prepare, maintain and access facilities necessary for training.
  - c. SOU, in the event of a local natural or human-caused disaster triggering EOC Services, will use all reasonable efforts, in its sole judgment, to make the use of EOC Facility and Lithia Pavilion Rooms 032 and 033 a priority over normal operations. The Partners will make all reasonably practical efforts and accommodations not to interfere with SOU's use of Lithia Motors Pavilion and the EOC Facility during EOC activations. During the State of Oregon designated fire season, the EOC Facility shall serve standing, ready for immediate activation and use for potential EOC Services.
  - d. There may be other event-driven areas or facilities needed for EOC Services and events which shall be based on mutual agreement between the Partners.
3. **EOC Staffing.**
  - a. City, having general responsibility for policing, firefighting, and rescue operations within the Partners jurisdiction, will provide the following on-site or remote staff at the EOC Facility during a training or activation, as appropriate;
    - i. Emergency Management Coordinator (EMC) – Assigned to lead/mange the development of a joint Emergency Management Plan (EMP) and lead emergency management operations through the phases of emergency preparedness including: prevention, mitigation, preparedness, response &

recovery;

- ii. EOC Communications Coordinator – Responsible for the development and flow of public information with Partners' assigned PIOs;
  - iii. Utilities Coordinator –Responsible for coordinating the availability of utility resources to each Partners' service areas; and
  - iv. EOC Emergency Medical Service (EMS) Coordinator, assigned to coordinate with area medical providers.
- b. Depending on the type and location of the emergency event, Partners will jointly provide EOC staffing as follows:
- i. Coordination Lead – Each Partner's assigned Emergency Manager/Liaison Officer (LNO) to assist the EMC Officer (the EMC function/role may be assigned to the EOC Officer as appropriate and agreed between the Partners);
  - ii. Public Information Officer (PIO) – Each Partner's assigned information manager to work with the EOC Communications Coordinator to ensure public and constituent information is timely and accurate and appropriately voiced;
  - iii. Procurement Lead – Each Partner's assigned purchasing manager to expedite the purchase and distribution of necessary equipment and supplies on behalf of their partner entity; and
  - iv. Information Technology (IT) Support – Each Partner's assigned IT manager to assist in filling information technology support equipment and software needs and to trouble-shoot/solve related issues.
- c. SOU will provide the following EOC Service staffing:
- i. Provide EOC Facility security staff, as reasonably permitted, to coordinate with Ashland Police Department as appropriate given its access and control of the potential EOC Facility and needs for adjacent parking, commercial kitchen, and public congregate spaces and any event-driven needs;
  - ii. Secured Access – Each Partner's staff assigned to the EOC Facility will need to have identification and secure electronically monitored access to the EOC Facility provided/managed by SOU. A list of authorized staff and positions certified will be maintained by the EMC and SOU Campus Public Safety. Any Partner personnel who are working in and for the EOC Facility or during a training or actual event will have the right to move freely in the public areas of the SOU campus. The use of privately contracted security officers for EOC Services may be used upon explicit approval of the SOU Partner, which may reasonably be withheld.
  - iii. Functional Section (Operations, Logistics, Finance and Administration) staff support, and Command and General Staff support as required to support task management.

iv. Provisions for additional staffing will be determined by the joint emergency management plan adopted in accordance with this Agreement.

4. **EMP and EOP Requirements:** Each Partner must maintain an Emergency Management Plan (EMP) or Emergency Operations Plan (EOP) that is managed to avoid interagency conflicts.

a. Each Partner is independently responsible for developing and maintaining an EMP or EOP for their community or institution pursuant to relevant law, policy, and procedure and in all cases to the fullest extent practical, that corresponds or supports the Integrated EMP/EOP plan as contemplated by this Agreement.

b. The Partners will establish a coordinated Integrated EMP/EOP. A document set will be jointly developed, jointly reviewed, and updated annually. A copy of the Integrated EMP/EOP set and each Partner's individual EMP/EOP documents will be kept onsite of the EOC Facility. All individual plans and the integrated plan will be reviewed by the EMC for compliance.

c. In accordance with National Incident Management System (NIMS) standards, each Partner agrees that it will have employees with sufficient Incident Command System ("ICS") training to fulfill their assigned roles in accordance with this Agreement and the Integrated EMP/EOP. At the signing of this Agreement, the following training would be required:

- |   |                      |
|---|----------------------|
| i. All EOC assigned members   | ICS 100, 200 and 700 |
| ii. Supervisory role or entry management  | ICS 300 is required  |
| iii. Management in the EOC  | ICS 400 is required  |
| iv. Public Information Officer (PIO)  | IS-702 is required   |
| v. Resource Management  | IS-703               |
| vi. Planning  | IS-800 is required   |
| vii. Required and further ICS position-specific training as available and applicable. |                      |

5. **Equipment, Supplies Communications.** The EOC Facility shall be equipped with adequate furnishings, materials and supplies, reference documents, and communications and power supply equipment. Planning and filling the needs of the EOC Facility will be undertaken jointly by the Partners. It is anticipated the EOC Facility may need the following:

- a. Wi-Fi accessibility capable of handling several devices simultaneously;
- b. hard-wired data ports with broadband internet access capable of handling several devices simultaneously;
- c. hard-wired antennas capable of supporting several HAM radio operators simultaneously;

- d. adequate cell tower coverage with adequate signal penetration into the EOC Facility;
- e. a base station two-way radio capable of communicating with police, fire, public works, etc.;
- f. an auto-start two-fuel-source generator capable of maintaining power for all needed equipment; and
- g. USB (uninterrupted battery supplies) need to be provided for workstations so there is no loss of power flow between power-down and generator start.

## 6. **EOC Facility Costs, Funding, and Allocation.**

- a. SOU shall designate EOC Facility parking, priority access to the EOC Facility, utilities, and installed infrastructure. EOC Facility space includes proper locked storage for necessary documentation and equipment. Upon request by the EMC or an Incident Commander, additional spaces for an ongoing EOC Services event may be required.
- b. SOU will work with their food service provider/contractor to provide essential feeding operations (assuming labor and food supplies are available).
- c. Each Partner will provide their own non-Real Property Installed Equipment for the EOC (i.e., laptops, temporary IT network cabling, etc.) for their specific equipment needs.
- d. The City will provide and fund a full-time position, the Emergency Management Coordinator, to assist each Partner with their respective emergency management needs.
- e. To the extent of its capabilities, ASD agrees to support funding and available classroom space for ongoing education and exercises for EOC staff members. Not to not less than five thousand dollars (\$5,000.00) in the first biennium. This amount is anticipated to be adjusted as costs increase.
- f. Subject to unforeseen needs, funding, or allocations required for any event requiring Emergency Services, each Partner agrees to work collaboratively to resolve the issue(s) in furtherance of the mission of this Agreement.

## 7. **Administration.**

- a. **Executive Leadership Team.** Each EOC/EMP Partner will designate a representative to be a part of the Executive Leadership Team (“ELT”) who will serve as the functional experts, managers/administrators of this Agreement and are responsible for supporting the task-management of the EOC’s operations. Unless otherwise agreed upon by the Partners, the ELT will operate in accordance with National Incident Management System (NIMS) standards. The ELT is responsible for incident command and will oversee activities within the emergency event’s jurisdiction and may consist of officials as per the Emergency Management Plan or Emergency Operations Plan. These plans aim to maximize public safety and minimize

property damage during emergencies or disasters, primarily seen as the government's response.

- b. **Activation.** Any ELT representative, or their designee as identified in the Integrated ELP/EOP, and the Emergency Management Coordinator may activate the EOC Facility for emergency management operations. However, for EOC Services that demand Partner resources beyond those listed in this Agreement, the ELT Partner or their designee(s) shall be the final decision-maker on the activation and continued use of those resources.
- c. **Meeting Requirement.** The ELT shall meet, at a minimum, once during either April or May and once during either November or December to develop more detailed policies, procedures, and/or training schedules that support the functions of this Agreement.

## 8. Termination.

- a. Any Partner may exit this Agreement with a twelve (12) month notice to the remaining Partners, provided in writing and delivered by certified mail or in person to the other Partners. In the final month of an exit, the exiting Partner shall remove or retrieve their documents and removable equipment from the EOC Facility space. The Exiting Partner's removal of additions or installations to the EOC Facility that are reasonably considered permanent shall only be removed with the consent of the other Partners.

The Partners may also jointly terminate this Agreement subject to a twelve (12) month termination period during which the Partners will continue their Partnership but work under a jointly adopted Termination of Partnership and EOC Operations Plan to winddown and conclude joint EOC Services in the EOC Facility.

Notwithstanding the foregoing, removal by a Partner of their documents, equipment or additions and installations in the EOC facility will not unduly conflict with continuing EOC Services and/or other EOC related uses, or with SOU operations. It is understood that Partner additions or installations to the EOC Facility that are reasonably considered permanent additions may remain at or in the Lithia Motors Pavilion unless required by SOU to be removed. Removal of documents, equipment and/or permanent installations by exiting or terminating Partnership members will be undertaken to assure the EOC space is maintained or returned to functional or operational conditions suitable for its continued use.

- b. Any Partner may terminate this Agreement under any of the following conditions:
  - i. If any other Partner fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - ii. If a Partner fails to perform any of the other provisions of this Agreement, or so fails to provide the service required of it as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from any other Partner fails to correct such failures within ten (10) days or such longer period as may be authorized by the other Partner(s);
  - iii. If a Partner fails to receive funding, appropriations, limitations or other



expenditure authority sufficient to allow that Partner, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

- iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if a Partner is prohibited from paying for such work from the planned funding source.
  - v. If a Partner feels it is in its best interest to provide EOC Services individually instead of as part of this Agreement.
- c. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Partners prior to termination.
9. SOU, City and ASD are the only Partners to this Agreement and are the only Partners entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
10. The Partners hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Partners shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
11. The Partners certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of the Partners, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Partners.
12. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Partners, notwithstanding that all Partners are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. SOU's Contract Administrator for this Agreement is its Vice President for Finance and Administration (VPFA) at Southern Oregon University, officed at 1250 Siskiyou Blvd, Ashland, OR 97520, or their assigned designee upon individual's absence. SOU shall notify the other Partners in writing of any contact information changes during the term of this Agreement.
14. City's Contract Administrator for this Agreement is its City Manager, officed at 20 E. Main St. Ashland, OR 97520, or their assigned designee upon individual's absence. Partner shall notify the other Partner in writing of any contact information changes during the term of this Agreement.
15. ASD's Contract Administrator for this Agreement is its district Superintendent, officed at 885 Siskiyou Boulevard, Ashland, OR 97520, or their assigned designee upon

individual's absence. Partner shall notify the other Partner in writing of any contact information changes during the term of this Agreement.

16. THIS AGREEMENT AND ANY ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTNERS ON THE SUBJECT MATTER HEREOF. IN THE EVENT OF CONFLICT, THE BODY OF THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL CONTROL. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND ANY PARTNER UNLESS IN WRITING AND SIGNED BY ALL PARTNERS AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF ANY PARTNER TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THAT PARTNER OF THAT OR ANY OTHER PROVISION.

**SEE NEXT PAGE**

**THE PARTNERS**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CITY OF ASHLAND,**

**SOUTHERN OREGON UNIVERSITY**

\_\_\_\_\_  
Joseph L Lessard, City Manager

\_\_\_\_\_  
Gregory M. Perkinson, VPFA

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to form**

**APPROVED AS TO LEGAL SUFFICIENCY**

\_\_\_\_\_  
Douglas M McGeary, Acting City Attorney

By \_\_\_\_\_  
General Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

**Partner Contact:**

**ASHLAND SCHOOL DISTRICT,**

\_\_\_\_\_  
Samuel Bogdanove, Superintendent      Date \_\_\_\_\_

\_\_\_\_\_  
Erika Bare, Assistant Superintendent      Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**

By \_\_\_\_\_