IMPACT STATEMENT

Legislation title: Authorize the Intergovernmental Agreement (IGA) for the crisis information management system WebEOC shared software among the City of Portland (City) and the Oregon counties of Multnomah and Washington (hereinafter Primary Users).

Contact name: Courtney Patterson
Contact phone: 503-823-3738
Presenter name: Courtney Patterson

Purpose of proposed legislation and background information:

This legislation creates a structure for managing, administering, and maintaining the Portland license of WebEOC, a commercial off-the-shelf crisis information management system. The system was originally purchased by the City of Portland in 2008 under contract number #30000321. This IGA will enable Multnomah and Washington Counties to cover their respective system costs via a population calculation. Other jurisdictions may join this IGA in subsequent years and contribute to software costs. This legislation supports the emergency management program by allowing the City of Portland, Multnomah and Washington Counties to continue sharing post-disaster information via a collaborative software platform. This legislation also allows the administrative burden such as designing work processes, programming within the system, and managing the user experience to be shared amongst the signatory agencies.

Financial and budgetary impacts:

This ordinance will allow the City of Portland, Multnomah County and Washington County to share WebEOC costs. In FY 16-17 the City of Portland paid $30,170.00 for the WebEOC license. In FY 17-18 the City of Portland will only pay $12,296.04. The City will receive the remaining $14,668.96 from Multnomah and Washington Counties to pay the WebEOC contract.

Community impacts and community involvement:

This IGA supports emergency response by allowing the region to communicate and coordinate following a devastating event. Although PBEM's efforts are Citywide, recent disasters in the United States disproportionately impact certain populations including those over 65 years old, people of color, living in poverty and individuals with physical or mental additional needs. Over the past few months, minor events that would not threaten housed populations have continually impacted homeless living in vulnerable wildland areas. During these events, the City and other signatory counties have used the WebEOC software to communicate available shelters internally and to the public. This software allows accurate and timely communication thereby increasing community resilience and self-reliance. Multnomah and Washington County have already signed this IGA.

Budgetary Impact Worksheet

Does this action change appropriations?

☒ **YES**: Please complete the information below.

☐ **NO**: Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount
	EMEM000004	532350	PSEMEO00000000 GS	Emergency Operations			$12,296.04

INTERGOVERNMENTAL AGREEMENT
FOR
CRISIS INFORMATION MANAGEMENT SYSTEM
SHARED SOFTWARE

This Intergovernmental Agreement (Agreement) is entered into pursuant to ORS 190.010 to 190.030, by and among the City of Portland, Oregon, (City) and the Oregon counties of Multnomah and Washington (hereinafter collectively "Primary Users") for the purpose of addressing the management, administration, and maintenance of WebEOC, a shared crisis information management software system.

RECITALS

WHEREAS the City acquired a license for WebEOC software with funds provided by the Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program; and

WHEREAS the City, as the WebEOC License Holder, is responsible for system management, administration, and maintenance; and

WHEREAS the WebEOC license purchased by the City was intended for use by the City, Multnomah County, Washington County, and other agencies and organizations within those counties; and

WHEREAS WebEOC provides a platform to receive, process, and manage event and incident information and serves as a collaboration tool for information sharing and development of a common operating picture among public safety agencies and critical infrastructure operators; and

WHEREAS the City, as the License Holder, and the counties as Primary Users of the system desire to form a partnership to coordinate system management, administration, and maintenance; and

.   WHEREAS ORS 190.010 to 190.030 authorizes units of local government in the state of Oregon to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has the authority to provide.

TERMS AND CONDITIONS

I.   PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a structure and process for managing, administering, and maintaining the Portland license of WebEOC, a commercial off-the-shelf crisis information management system purchased with Homeland Security

grant funds for use by the City of Portland, Multnomah County, Washington County, and other agencies and organizations in the City and those counties.

II.   DEFINITIONS

    A. Boards are the mechanisms or tools used in WebEOC to share and manage information. They are the equivalent of chronological or categorical status boards. Incident and event information is transmitted, displayed, and documented in Boards.

    B. Emergency Operations Center (EOC) is a physical location at which the coordination of information and resources to support incident management activities takes place. For purposes of this agreement, it has the same meaning as Emergency Coordination Center (ECC).

    C. End User License Agreement (EULA) is the agreement between the City and the WebEOC vendor outlining the requirements and responsibilities of both parties.

    D. Fiscal Year (FY) is the twelve-month period beginning on July 1 and ending on June 30.

    E. License Holder or Licensee is the City and the party required to coordinate maintenance of the WebEOC license with the software vendor as outlined in the EULA and Paragraph VII, Maintenance and Sustainment, of this Agreement.

    F. Plug-ins are applications that add specific functionalities to WebEOC such as mapping utilities and external messaging. Mapper Pro is a WebEOC Plug-in.

    G. Portland License Governance Body (PLGB) is the governance body for management, administration, and maintenance of the Portland license of WebEOC and consists of a representative of the City and each Primary User agency who is authorized to act on behalf of the agency in the implementation of this Agreement.

    H. Portland License User Group (PLUG) consists of the WebEOC System Manager, System Administrators, System Sub-administrators, system users, and other technical staff from the City and Primary and Secondary User agencies who work with the PLGB and support development, configuration, and administration of the system.

    I. Primary Users are Multnomah County, Washington County, and any additional agency or organization subsequently designated as such pursuant to Paragraph X, Additional Jurisdictions, of this Agreement.

    J. Regional Users Group (RUG) is a group of WebEOC system managers, system administrators, system sub-administrators, system users, and other technical staff from the City and the Primary Users, as well as from other agencies in the Portland metropolitan region operating on other licenses of WebEOC, who

support and coordinate development, configuration, integration, and administration of the respective systems. The PLUG represents the PLGB on the Regional Users Group.

K. Secondary Users are public agencies, non-profit organizations, and private entities authorized by the PLGB to operate on the Portland license of WebEOC and which agree to the terms and conditions for participation established by the PLGB.

L. System Administrator is an individual identified by a Primary User agency who is responsible for system oversight, design, development, programming, implementation, integration, and maintenance; has rights to modify any components of the system for which the vendor has allowed modification; and serves as the primary point of contact with the System Manager.

M. System Manager is an individual identified by the License Holder who is responsible for system oversight, design, development, programming, implementation, integration, and maintenance and serves as the primary point of contact between the License Holder and the vendor. The System Manager has full rights to access and modify any components of the system for which the vendor has allowed modification.

N. System Sub-administrator is an individual identified by a user agency to serve as the agency's (or a department within the agency) WebEOC point of contact and to manage agency/department users and boards and other administrative and technical functions.

III. AGREEMENT

A. The City and the Primary Users agree that the Portland license of WebEOC will be maintained as a vendor-hosted software program residing on vendor provided and maintained servers accessible to the City and Primary and Secondary Users via the Internet.

B. In addition, the City and Primary Users agree to:

1. Adopt WebEOC and utilize it as the primary status monitoring and information sharing software in their Emergency Operations Centers;
2. Form and maintain a governance body and user group to manage, standardize, and coordinate system configuration and use to provide the greatest efficiency and interoperability;
3. Promote and facilitate use of WebEOC within and between the City and Primary and Secondary Users;
4. Share in the costs of maintenance and upgrade of the Portland license of WebEOC; and
5. Develop and maintain operational and administrative policies and procedures that address system access and security, data confidentiality, and information release.

6. Develop and operate the system in accordance with the EULA.

IV. ORGANIZATION AND GOVERNANCE

A. Management, administration, and maintenance of the Portland WebEOC license are the direct responsibility of the License Holder (i.e., the City). The City will coordinate and share those responsibilities with the Primary Users through the Portland License Governance Body (PLGB). The PLGB is comprised of the emergency management directors from the City and each Primary User agency. The emergency management directors of the City and each Primary User may each designate an alternate to the committee. The PLGB will select by simple majority one of its members to serve as the Chair.

1. The responsibilities of the PLGB include:

   a. Meeting on a periodic basis, but not less than semi-annually;
   b. Providing vision and direction for system implementation;
   c. Developing terms and conditions for secondary user participation;
   d. Approving new Primary and Secondary Users;
   e. Adopting policies and procedures;
   f. Establishing and maintaining a cost share schedule, which allocates the WebEOC license and hosting fees to the City and Primary Users consistent with Paragraph VII, Maintenance and Sustainment;
   g. Establishing procedures for, considering, and, to the extent possible, resolving all disputes between the users;
   h. Blocking individual and user agency access to the system for cause; and
   i. Performing other duties identified in this Agreement.

2. Decision-making:

   a. The City and each of the Primary Users has one vote.
   b. The PLGB makes decisions using a consensus model that assumes all members can and will support decisions made by the group.
   c. Before a group decision is considered final, the Chair will test consensus by asking if any member is unable to support the decision.
   d. If consensus cannot be reached, a vote will occur. Each PLGB agency in attendance is entitled to one vote.
   e. A simple majority of the agencies present is necessary to approve any action decided by vote except where indicated elsewhere in this Agreement.

3. Representatives of Secondary Users may participate in PLGB meetings but do not have a vote.

B. Design, configuration, and operation of the Portland WebEOC system will be guided by and coordinated through the Portland License User Group (PLUG). The PLUG consists of the System Manager, System Administrators, System Sub-administrators, system users, and other technical staff from the City, and

Primary and Secondary User agencies. The PLUG will select one of its members to serve as the Chair.

1. The responsibilities of the PLUG include:

   a. Meeting on a periodic basis, but not less than semi-annually;
   b. Seeking input from system users on system functionality, design, configuration, and operation;
   c. Proposing policies and procedures for system management, operations, maintenance, and sustainment;
   d. Guiding technical development of the system;
   e. Researching models and making recommendations for system configuration;
   f. Assessing and making recommendations for the use of Plug-ins and single use functions;
   g. Seeking standardization in board design;
   h. Developing user guides and training materials;
   i. Representing the PLGB on the Regional Users Group; and
   j. Performing other duties as assigned by the PLGB.

2. Decision-making:

   a. The PLUG makes decisions using a consensus model that assumes all members can and will support decisions made by the group.
   b. Before a group decision is considered final, the Chair will test consensus by asking if any member is unable to support the decision.
   c. If consensus cannot be reached, the matter will be referred to the PLGB for resolution.

V. MANAGEMENT AND OPERATIONS

A. The City, as the License Holder, will work through the System Manager to coordinate system configuration and support with the vendor.

B. The City and each Primary and Secondary User may build and maintain boards and utilize Plug-ins to facilitate their specific processes.

C. The Primary User counties will work with the Secondary Users in their respective counties to define countywide information sharing protocols, configure the system to implement the adopted protocols, and enforce the terms and conditions of the EULA. Secondary Users whose boundaries overlap multiple counties will work with the City or a Primary User county based on the location of its regional headquarters.

D. The City and the Primary Users, through their participation on the PLUG and the RUG, will help define and implement regional (i.e., inter-county) information sharing protocols.

E. The City and the Primary Users will notify each other, as appropriate, when an incident that is impacting or has the potential to impact any of the other users is created in WebEOC

F. The City and the Primary Users, working through the PLUG, will develop policies and procedures governing system operations for consideration by the PLGB.

VI.   ADMINISTRATION

A. The City, as the License Holder, will:

1. Provide for overall administration of the system;
2. Coordinate system administration with the Primary Users;
3. Ensure compliance with the terms and conditions of the EULA and policies and procedures adopted by the PLGB;
4. Designate the System Manager and System Administrator(s); and
5. Designate System Sub-administrators for Secondary Users located within the City.

B. Primary Users will:

1. Ensure effective system administration at the user level;
2. Coordinate system administration with the Secondary Users within their boundaries, where appropriate;
3. Ensure compliance with policies and procedures adopted by the PLGB;
4. Ensure compliance with the terms and conditions of the EULA;
5. Identify and nominate System Administrators for approval by the City; and
6. Designate System Sub-administrators.

C. Secondary Users will:

1. Ensure effective system administration at the user level;
2. Ensure compliance with policies and procedures adopted by the PLGB;
3. Ensure compliance with the terms and conditions of the EULA; and
4. Identify and nominate System Sub-administrators for approval by a Primary User or the City, as appropriate.

D. The City and the Primary Users, working through the PLUG, will develop policies and procedures governing system administration for consideration by the PLGB. As a minimum, the policies will address access, security, and information release and the procedures will include a process for blocking access to the system by individuals or user organizations who operate in violation of adopted policies and procedures.

VII.   MAINTENANCE AND SUSTAINMENT

A. Maintenance:

1. The City, as the License Holder, will:

   a. Work with the vendor to negotiate the terms and conditions of the annual maintenance and support contract; and
   b. Ensure vendor compliance with contract requirements.

2. The City and each Primary and Secondary User will maintain, update, and correct any problems with WebEOC products they customize and Plug-ins they incorporate.

B. Funding:

1. The PLGB will develop and adopt a cost share schedule allocating the annual WebEOC license hosting and maintenance fees to the City and the Primary Users.

   a. The cost share schedule will be based on the census percentage for the City and Primary User counties:

   b. The cost share for new Primary Users will be determined by the PLGB but will be based on census for a new county or city and on the level of system utilization for others.
   c. The City and each Primary User county may work with the Secondary Users in their respective boundaries to develop cost sharing agreements to further allocate their shares of the Portland WebEOC license maintenance cost.

2. The cost share schedule will be updated annually at the beginning of the calendar year to allow the City and the Primary Users to incorporate the costs in their agency budgets.

3. The City, as the License Holder, will:

   a. Pay all maintenance and hosting costs approved by the PLGB;
   b. Bill the Primary Users for annual hosting and maintenance costs according to the schedule adopted by the PLGB;
   c. Provide documentation to support the costs billed upon request by any Primary User; and
   d. Maintain for a period of four years all records, documents, and other material directly pertinent to work under the Agreement.

4. Primary User agencies agree to pay the City for annual hosting and maintenance costs within 30 days of receipt of written documentation of these costs from the City.

VIII.   EFFECTIVE DATE, DURATION, TERMINATION, AND WITHDRAWAL

A. Effective Date: This Agreement becomes effective following its authorization by the governing bodies of the City and Multnomah and Washington counties.

B. Termination:

1. This Agreement will remain in effect until it is superseded or until the City and the Primary User agencies unanimously agree to terminate its terms.

2. This Agreement will also be terminated if, at any time, the City or the vendor cancels the annual maintenance and support contract or EULA.

C. Withdrawal: A Primary User agency may withdraw from this Agreement by providing written notice of its intent to withdraw to the City and all other Primary Users no less than 180 days before the intended withdrawal date. If the intended withdrawal date is not the end of the City's fiscal year (i.e., June 30), the remaining funding obligation of the withdrawing agency will be determined by the City and the other Primary User agencies at the time notice is provided.

IX. AMENDMENTS

A. Proposed amendments to this Agreement shall be approved by a unanimous vote of the PLGB and must be subsequently approved by the governing bodies of the City and each of the Primary Users.

B. Unless otherwise stated in the amending language, amendments to this Agreement will go into effect upon their authorization by the governing bodies of the City and each of the Primary Users.

X. ADDITIONAL JURISDICTIONS

A. Any Oregon agency or organization not a party to this Agreement at the time it becomes effective, including a Secondary User, may become a Primary User by first obtaining approval from the PLGB and then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.

B. The funding contribution of any new Primary User will be determined by the PLGB consistent with its approval of the new Primary User's participation.

XI. NON-EXCLUSIVE
The City and the Primary Users may enter into subsequent separate agreements for crisis information management system software with any other jurisdiction to the extent not inconsistent with the terms of this Agreement.

XII. MERGER
This Agreement contains the entire agreement among the City and the Primary Users on this matter. It supersedes all prior written or oral discussions or agreements concerning the rights and responsibilities of the City and the Primary Users on this matter.

XIII. RESPONSIBILITY FOR ACTS

The City and each of the Primary Users shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. Neither the City nor any of the Primary Users shall be responsible or liable for consequential damages to any other party arising out of the performance of the terms and conditions of this Agreement.

XIV. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City and each of the Primary Users agree to hold harmless, defend, and indemnify each other party, including its officers, employees, and agents, from and against all claims, actions or suits of whatsoever nature, damages or losses resulting from or arising out of the acts of its officers, employees or agents under this Agreement.

XV. DISPUTES

Any dispute as to the interpretation of this Agreement between the City and one or more of the Primary Users or between two or more of the Primary Users will be resolved by the PLGB.

XVI. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

XVII. SUCCESSORS

Neither the City nor any Primary User may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other parties. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

XVIII. INTERPRETATION

. Each party agrees that it has had an opportunity to have this Agreement reviewed by its legal counsel and further agrees that the terms and conditions of this Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

XIX. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) who is/are duly authorized to execute this Agreement on behalf of the governing body of the below-named unit of local government.

DATED this _____ day of _____, 2017.

_____

[Agency Name]

APPROVED AS TO FORM

_____

[Authorized Agency Representative]

_____

[Title]

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) who is/are duly authorized to execute this Agreement on behalf of the governing body of the below-named unit of local government.

DATED this _____ 28th _____ day of _____ March _____, 2017.

Washington County   _Andy Duyck_
[Agency Name]   **Andy Duyck**

APPROVED AS TO FORM   Chairman Board of Commissioners

_____
[Authorized Agency Representative]

_____
[Title]

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 17-59

DATE 03-28-17

BY _____
CLERK OF THE BOARD

ORDINANCE No.

Authorize an Intergovernmental Agreement with Multnomah and Washington Counties for the crisis information management system WebEOC shared software (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City, as the WebEOC License Holder, is responsible for system management, administration, and maintenance; and

2. The WebEOC license purchased by the City was intended for use by the City, Multnomah County, Washington County, and other agencies and organizations within those counties; and

3. WebEOC provides a platform to receive, process, and manage event and incident information and serves as a collaboration tool for information sharing and development of a common operating picture among public safety agencies and critical infrastructure operators; and

4. The City, as the License Holder, and the counties as Primary Users of the system desire to form a partnership to coordinate system management, administration, and maintenance; and

5. ORS 190.010 to 190.030 authorizes units of local government in the state of Oregon to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has the authority to provide.

NOW THEREFORE, the Council directs:

a. The Mayor is hereby authorized to approve, by signature, the webEOC, crisis management system shared software by this IGA.

b. The Director of the Portland Bureau of Emergency Management of the City of Portland is authorized to accept on behalf of the City of Portland any subsequent modifications to the IGA provided such modifications do not increase the City of Portland's financial obligation or risk. Any modifications that increase the City of Portland's financial obligation or risk must be authorized by the Portland City Council.

Passed by the Council:

Mayor Ted Wheeler
Prepared by: Courtney Patterson
Date Prepared: 4/5/2017
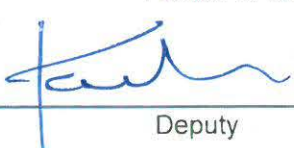
Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

375 (· :   J140

Agenda No.
ORDINANCE NO.
                                    with • TITLE
                    an

Authorize ~~the~~ Intergovernmental Agreement (IGA) for the crisis information management system WebEOC
shared software ~~among the City of Portland (City) and the Oregon counties of~~ Multnomah and Washington Counties
~~(hereinafter Primary Users)~~. (Ordinance

INTRODUCED BY Commissioner/Auditor: **Mayor**	CLERK USE: DATE FILED __APR 11 2017__
COMMISSIONER APPROVAL	
Mayor—Finance & Administration - Wheeler KJD	Mary Hull Caballero Auditor of the City of Portland
Position 1/Utilities - Fritz	
Position 2/Works - Fish	By: _____
Position 3/Affairs - Saltzman	Deputy
Position 4/Safety - Eudaly	ACTION TAKEN:
BUREAU APPROVAL	APR 19 2017 **REFERRED TO COMMISSIONER OF**
Bureau: PBEM Bureau Head: Carmen Merlo CM	**FINANCE AND ADMINISTRATION**
Prepared by: Courtney Patterson Date Prepared: 4/4/2017	
Impact Statement Completed ⊠ Amends Budget ⊠	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes ☐ No ⊠	
City Auditor Office Approval: required for Code Ordinances	
City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter JGL	
Council Meeting Date 4/19/17	

AGENDA
TIME CERTAIN ☐ Start time: _____
Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT ⊠ Pulled
REGULAR ☐
Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	3. Saltzman		
4. Eudaly	4. Eudaly		
Wheeler	Wheeler		