

STRANDED WORKER INTERGOVERNMENTAL AGREEMENT FOR BUILDING-RELATED STAFF WITHIN THE REGIONAL DISASTER PREPAREDNESS ORGANIZATION REGION (“RDPO”) AND RDPO-ADJACENT OREGON COUNTIES

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030¹ and Revised Code of Washington (RCW) Chapter 39.34², by and among counties and cities, local agencies, regional governments, and special districts in the RDPO (i.e., Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington) and RDPO-adjacent Oregon counties that employ building-related staff (each agency hereto is referred to individually as a “Party” and are herein collectively known as “Parties”).

RECITALS

WHEREAS the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms;

WHEREAS those hazards, when they occur, may significantly damage or impact transportation routes, cause a loss of power and communications, and leave Party agency Building Safety Evaluators (“BSEs”) and other building-related staff stranded and unable to report to their normal work locations;

WHEREAS the Regional Disaster Preparedness Organization (“RDPO”) was established for the purpose of strengthening and coordinating the five-county Portland, Oregon metropolitan region’s disaster preparedness, response, and recovery capabilities and enhance its disaster resilience;

WHEREAS many agencies in the RDPO and RDPO-adjacent Oregon counties have building officials, inspectors, engineers, plans examiners, and architects with professional certifications who qualify as BSEs and are trained and credentialed by CalOES SAP (California Office of Emergency Services Safety Assessment Program), WAsafe (Washington State Safety Assessment Facility Evaluators), or OrSAP (Oregon Safety Assessment Program);

WHEREAS other building-related staff such as those who work with permitting, permitting software, and maintaining the facilities of agencies in the RDPO and RDPO-

¹ Oregon’s cooperation of government units: https://www.oregonlegislature.gov/bills_laws/ors/ors190.html

² Washington’s cooperation of government units: [Chapter 39.34 RCW: INTERLOCAL COOPERATION ACT \(wa.gov\)](#)

adjacent Oregon counties, when stranded by a catastrophic emergency, may be available to assist with permitting, or other building-related functions in another agency; and

WHEREAS ORS 190.010 to 190.030 and RCW Chapter 39.34 authorize units of local government in the states of Oregon and Washington respectively to enter into written agreements with any other unit or units of local government for the performance of any and all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the signatories agree as follows:

Terms and Conditions:

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for the sharing of qualified BSEs and other building-related staff amongst the Parties within the RDPO and RDPO-adjacent Oregon counties during a building safety emergency where transportation routes are severely disrupted, or other hazards exist, and Stranded Workers are unable to report to their normal work locations or duty stations.

II. DEFINITIONS

- A. **Building safety emergency** means a situation that temporarily renders a Party incapable of providing building safety services and includes, but is not limited to, declared states of emergency, declared disasters, and other situations that temporarily impair the Party's ability to provide building safety operations.
- B. **Receiving Agency** means a Party agency who accepts Emergency Assistance in the form of qualified BSEs or other building-related staff from another Party agency, pursuant to the terms of this Agreement.
- C. **Responding Agency** means a Party agency that provides Emergency Assistance in the form of qualified BSEs or other building-related staff to another Party agency, pursuant to the terms of this Agreement.
- D. **Building Safety Evaluators (BSEs)** means building inspectors, plans examiners, architects, and engineers employed by a government agency that are qualified, registered, trained, and credentialed to work with a building safety evaluation program by CalOES SAP, OrSAP, or WAsafe.
- E. **Other Building-related staff** include administrative permitting staff, permitting software support, and facility maintenance technicians.

- F. **Stranded Worker(s)** are BSEs and Other Building-related staff employees of the Responding Agency who may respond to a Receiving Agency during a catastrophic emergency when they are unable to get to their normal work location.
- G. **Emergency Assistance** is when a Stranded Worker self-deploys to offer mutual aid during a catastrophic emergency to a Receiving Agency to assist in the response, relief and/or recovery efforts. The Stranded Worker's duties are comparable to those performed by the Stranded Worker for the Responding Agency (i.e., their employer) in a similar emergency response.

III. ADMINISTRATION OF THIS AGREEMENT

A RDPO Program Coordinator will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and notify the Parties' authorized officials annually of changes to Agreement signatories.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary. No Party shall be liable to another Party or be considered in breach or default under this Agreement in the event a Stranded Worker fails to report to a Receiving Agency, is delayed in reporting to a Receiving Agency, or does not perform assigned functions on behalf of a Receiving Agency.
- B. All county, city, and regional governments, local agencies, and special districts within the RDPO and RDPO-adjacent Oregon counties that have BSEs and other building-related staff are eligible to be a Party to this Agreement.
- C. It is anticipated that additional units of local government will be and can be added to this Agreement by executing the signature page.
- D. Unless otherwise mutually agreed by Receiving and Responding Agencies, Article IX (Payment for Emergency Assistance of the Agreement) shall be followed and actions taken under this Agreement shall comply with applicable Collective Bargaining Agreements, Local, State and Federal laws.

V. ROLES OF AUTHORIZED OFFICIALS

Each Party will designate an authorized official for this Agreement and they or their designee will represent their Party in signing, administering, and implementing the terms of this Agreement.

VI. DUTIES OF THE RECEIVING AGENCY

- A. The Receiving Agency shall communicate with the Responding Agency as soon as possible when a Stranded Worker reports for duty at the Receiving Agency's location during an emergency and shall:
 - i. Request approval of the mutual aid and comply with the terms and conditions of this Agreement;
 - ii. Confirm with the Stranded Worker and the Responding Agency that the Stranded Worker's services are needed.

- B. The Receiving Agency is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Stranded Workers when required. Costs associated with such arrangements shall be borne by the Receiving Agency. The suitability of any arrangements and provisions made pursuant to this paragraph shall be at the sole discretion and determination of the Receiving Agency. If the Stranded Worker is concerned that Receiving Agency's arrangements do not adequately address their safety or needs, they shall advise Receiving Agency and their Responding Agency of such concerns and Responding Agency may refuse to authorize work or continuation of work if in its judgment the work is unsafe for the Standard Worker.

- C. The Receiving Agency is responsible for ensuring Stranded Workers understand the scope of their assigned duties. Stranded Workers will perform duties in accordance with the Responding Agency's policies. The Receiving Agency is further responsible for ensuring that any tasks assigned to Stranded Workers are appropriate for the Stranded Worker taking into consideration such factors as the relative skill and ability of the Stranded Worker, and to provide the Stranded Worker with all materials necessary to perform the tasks assigned.

- D. Unless otherwise agreed to with the Responding Agency, the Receiving Agency shall release Stranded Workers providing Emergency Assistance as soon as conditions allow the staff to return to their normal work locations. The Receiving Agency shall notify the Responding Agency when the Stranded Workers are released.

- E. The Receiving Agency is not required to accept and assign reporting Stranded Workers, nor are Responding Agencies required to authorize work or continuation of work if in its judgment the work is unsafe or unsuitable for a Stranded Worker's abilities, training, or certification.

VII. DUTIES OF THE RESPONDING AGENCY'S STRANDED WORKER

- A. Stranded Workers must meet the minimum qualification standards established by the Receiving Agency and be willing to offer Emergency Assistance to another Receiving Agency to participate in this program.
- B. Stranded Workers are authorized to offer Emergency Assistance to other Receiving Agencies when an emergency prevents them from reporting to their normal work locations at their Responding Agency. Stranded Workers will make every effort to report to their normal work locations before offering Emergency Assistance to another Receiving Agency.
- C. Stranded Workers shall advise their Responding Agency of their status and location directly or through the Receiving Agency.
- D. The Stranded Worker will:
 - i. Self-deploy to a Receiving Agency only if safe to do so and with the prior authorization of their employer at Responding Agency.
 - ii. Request an assignment from a person authorized to assign and supervise personnel.
 - iii. End their self-deployment and report to work at their normal work location at Responding Agency as soon as possible, unless authorized to continue work under the terms of the Agreement.
- E. The Stranded Worker shall administer the building code and the adopted policies of the Receiving Agency and shall defer to the direction of the building official of the Receiving Agency on matters relating to permitting, provision of any Emergency Services, and the issuance of permits. It is agreed by and between the Parties that the Stranded Worker is carrying out a function on behalf of the Receiving Agency, and the Receiving Agency has the right of direction or control of the manner in which the Receiving Agency delivers services under this Agreement and exercises control over the activities of the Stranded Worker when providing agreed upon services.

VIII. STRANDED WORKER EMPLOYMENT STATUS

- A. While performing Emergency Assistance, Stranded Workers shall continue to be employees of the Responding Agency and shall not be deemed employees of the Receiving Agency for any purpose.
- B. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Stranded Workers shall remain the responsibility of the Responding Agency. A Receiving Agency shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to a Stranded Worker. The costs

associated with Stranded Workers are subject to the reimbursement process outlined in Article IX (Payment for Emergency Assistance).

- C. In no event shall a Responding Agency or its elected officials, officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Receiving Agency under or by virtue of this Agreement.
- D. Stranded Workers shall remain under the administrative control of the Responding Agency but will be under the operational control of the Receiving Agency. The Responding Agency shall not be liable for cessation or slowdown of work if either the Responding Agency or the Stranded Workers decline or are reluctant to perform any assigned task if said Responding Agency's Stranded Workers determine such task to be unsafe. A request for Stranded Workers to direct activities of others during a particular operation does not relieve the Receiving Agency of any responsibility or create any liability on the part of the Responding Agency for decisions and/or consequences of the operation. In the event of any dispute between the Stranded Worker and Receiving Agency about the performance of services under this Agreement, the Stranded Worker shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Responding Agency. If the Stranded Worker does not meet the needs or is otherwise not satisfactory to the Receiving Agency, the Receiving Agency's sole recourse shall be to release the Stranded Worker back to the Responding Agency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Responding Agency is authorized to invoice the Receiving Agency for the total costs of Stranded Workers including salary or hourly wages, overtime, benefits, and overhead for all time beyond the first 12 hours. All costs shall be consistent with the Responding Agency's personnel union contracts, if any, or other conditions of employment. The Receiving Agency shall not be responsible for payment related to any time the Stranded Employee spent performing services on behalf of the Responding Agency while at the Receiving Agency's location. The Receiving and Responding Agencies may make other arrangements for payment if mutually agreed to.
- B. A Receiving Agency shall pay a Responding Agency for all valid and invoiced costs associated with Emergency Assistance provided by the Responding Agency

within sixty (60) days of receipt of the Responding Agency's invoice. The Responding Agency, in its sole discretion, may elect to extend the repayment deadline upon written request of the Receiving Agency.

X. TERMINATION

- A. Any Party opting to terminate its participation in this Agreement shall provide written notice to the administrator of this Agreement. Notice of termination becomes effective upon receipt by the other Parties.
- B. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.
- C. The administrator of the Agreement will notify other Parties of the termination.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs tracking hours worked by Stranded Workers will be recorded on a shift-by-shift basis and provided to the Responding Agency³.
- B. Under all circumstances, the Receiving Agency remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Subject to the limits of Oregon and Washington states' Tort Claims Act and both states' Constitutions, including the limits of liability for public bodies set forth therein, the Receiving Agency will hold harmless, defend, and indemnify the Responding Agency, its directors, officers, employees, and agents against all claims, demands, penalties, and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising directly or indirectly from, on account of, or in connection with any acts or omissions of the Receiving Agency or its directors, officers, employees, subcontractors, or agents under this Agreement.
- B. Subject to the limits of Oregon and Washington states' Tort Claims Act and both states' Constitutions, including the limits of liability for public bodies set forth therein, the Responding Agency will hold harmless, defend, and indemnify the Receiving Agency, its directors, officers, employees, and agents against all claims, demands, penalties, and causes of action of any kind, including the cost of

³ See SWAG SOP Section II.E.i; Appendix C (FEMA form 214).

defense and attorney fees, resulting from or arising directly or indirectly from, on account of, or in connection with any acts or omissions of the Responding Agency or its directors, officers, employees, subcontractors, or agents under this Agreement.

C. NON-LIABILITY FOR CERTAIN STRANDED WORKER ACTIONS. No Receiving Agency shall be required under this Agreement to indemnify, hold harmless and defend any other Responding Agency from any claim, loss, harm, liability, damage, cost, or expense caused by or resulting from the activities of any Stranded Worker performing duties in bad faith, with gross negligence or willful misconduct, or which are beyond the scope of the duties assigned by the Receiving Agency, or a person granted supervisory authority by the Receiving Agency.

D. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Receiving Agency agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

A. All Stranded Workers made available to a Receiving Agency shall remain the employees of the Responding Agency while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Responding Agency shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Responding Agency shall provide worker's compensation in compliance with statutory requirements of the states of Oregon and Washington as applicable.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Receiving Agency and Responding Agency should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create a principal-agent relationship, association, joint venture, or partnership among the Parties or to impose any similar obligation or liability upon any Party. Further, no Party shall have authority to bind any other Party.

XVI. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. OREGON AND WASHINGTON PUBLIC RECORDS LAWS

Each Party acknowledges that records it creates may be subject to the Oregon Public Records law, ORS 192.311 to 192.478 or the Washington Public Records Act, RCW Chapter 42.56. If a Party receives a public records request for which the other Party is the custodian of the original records, the receiving party shall immediately notify the custodian of the record requested and consult with the custodian to determine whether the record may be exempt from disclosure.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this

Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances⁴ applicable to this Agreement.

XXII. 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.

⁴ Ordinances from original RDPO agreement that are not listed in this agreement: ORS 401.364 and ORS 401.368 Oregon Torts/Workers' compensation benefits (new 2021 version w/ 3 revisions) https://www.oregonlegislature.gov/bills_laws/ors/ors401.html . RCW 38.52.180: Washington liability of property damage, injury or death [RCW 38.52.180: Liability for property damage, bodily injury, death—Immunity—Assumption by state—Indemnification—Immunity from liability for covered volunteers. \(wa.gov\)](#). Chapter WAC 118-04 Washington State Emergency Worker Program: [Chapter 118-04 WAC](#): Last updated 12/21/2000.

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BUILDING-RELATED STAFF WITHIN THE REGIONAL DISASTER
PREPAREDNESS ORGANIZATION REGION and RDPO-ADJACENT
OREGON COUNTIES**

SIGNATURE PAGE

In Witness Whereof, the Public Entity _____ (Party) has caused this Agreement to be executed by its duly authorized representative as of the date of their signatures below:

Signature, duly authorized representative⁵ Date Representative's Title

Approved as to Form by: _____
Office of Jurisdiction's Attorney Date

Name and title of Authorized Official ⁶ : _____ Address: _____ Phone: _____ Email: _____

Name and title of alternate Authorized Official: _____ Phone: _____ Email: _____

1. Scan and email this signed **IGA Signature Page** to anne.castleton@portlandoregon.gov with a cc' to rdpo@portlandoregon.gov and angela.carkner@portlandoregon.gov.
2. Retain the scanned signed **IGA Signature Page** file for your records.
3. For questions: call Anne Castleton (503.823.6621).
4. RDPO telephone: (503) 956-0328.

⁵ Please follow jurisdiction guidelines. RDPO suggests the signature be from the County or Municipal Administrator or whomever has authority to bind the government to an agreement.

⁶ Authorized official is the person who would oversee the IGA before, during, and after implementation in an emergency (i.e., building official or office of emergency management).