

**INTERGOVERNMENTAL AGREEMENT
FOR
REGIONAL DISASTER PREPAREDNESS WITHIN THE
GREATER PORTLAND METROPOLITAN REGION**

This Intergovernmental Agreement (Agreement) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 and Revised Code of Washington (RCW) Chapter 39.34, by and among counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington (herein collectively “Participating Jurisdictions”), and supersedes previous agreements for regional emergency management coordination within the aforementioned five-county region (hereinafter the “Region”).

RECITALS

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 or all functions and activities that any of them has the authority to provide; and

WHEREAS the Participating Jurisdictions desire to cooperate and collaborate beyond statutory requirements to assure that all-hazard disaster preparedness efforts are efficiently coordinated and effectively integrated within the Region; and

WHEREAS this collaboration is intended to engage a range of stakeholders from public safety and other relevant disciplines, other public jurisdictions, non-governmental organizations, the private sector, and other community stakeholders within the Region in building and maintaining regional disaster preparedness capabilities through strategic and coordinated planning, organizing, equipping, training, and exercising; and

WHEREAS increased disaster preparedness in the Region will be achieved by enhancing the ability of jurisdictions to individually, severally, and collectively prevent, protect against, mitigate, respond to, and recover from emergencies and disasters of all sizes and types; and

WHEREAS many of the Participating Jurisdictions entered into the Intergovernmental Agreement for Regional Emergency Management (hereinafter the “REMG IGA”) in 2003 to improve the level of disaster and emergency preparedness within the Region.

TERMS AND CONDITIONS

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to establish an intergovernmental organization intended to strengthen and coordinate the Region’s disaster preparedness, response, and recovery capabilities and enhance its disaster

resilience. The Agreement also outlines the broad operational, administrative, and financial processes needed to manage and support the organization.

- B. The Agreement does not create a separate intergovernmental or legal entity within the meaning of ORS 190.010 to 190.030 and RCW Chapter 39.34, respectively. Rather, it establishes an organizational structure and processes for guiding, enhancing and coordinating disaster preparedness efforts across the Region. In creating this intergovernmental organization, the Participating Jurisdictions are not vesting it with any power permitted by ORS 190.010 to 190.030 and RCW Chapter 39.34 that is not explicitly included in the terms of this Agreement.
- C. This Agreement supersedes the 2003 REMG IGA.

II. DEFINITIONS

- A. Core Group refers collectively to the group of Participating Jurisdictions that contribute funds to cover the RDPO's core operating and administration costs, as set forth in section VIII of this Agreement.
- B. Core Operating and Administration Costs refers to the salary, benefits, office, travel, training, and other costs associated with supporting a full-time RDPO Manager.
- C. Financial Activities include establishing the contribution amounts and allocation formulas noted in section VIII of this Agreement; approving grant applications, budgets and expenditures; and allocating, reallocating, and/or reprogramming grant and other funds contributed or made available to the organization.
- D. Fiscal Year (FY) is the twelve-month period beginning on July 1 and ending on June 30.
- E. Lead Administrative Agency (LAA) is the Participating Jurisdiction selected to support the organization's personnel, administrative, and fiscal operations as outlined in section VI of this Agreement.
- F. Participating Jurisdictions are the counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington that sign this Agreement.
- G. Portland Urban Area has the same geographic meaning as the word Region but represents the local area benefitting from the U.S. Department of Homeland Security's Urban Areas Security Initiative grant program.

- H. RDPO Manager refers to the position or person responsible for managing and coordinating the work of the RDPO as outlined in section V of this Agreement.
- I. Region is the geographic area encompassing Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington.
- J. Service Level Agreement (SLA) is an agreement between the RDPO and the Lead Administrative Agency (LAA) outlining the responsibilities of the LAA, the obligations of the RDPO as it pertains to its relationship with the LAA, and the mutual understandings between the LAA and the RDPO.
- K. State Administrative Agency (SAA) refers to the Oregon state agency responsible for administering homeland security grants including the Urban Areas Security Initiative grant.

III. REGIONAL DISASTER PREPAREDNESS ORGANIZATION

- A. The Participating Jurisdictions hereby create a disaster preparedness organization responsible for developing, maintaining, and implementing a regional disaster preparedness vision, strategy, work plan, and process. The organization shall be known as the REGIONAL DISASTER PREPAREDNESS ORGANIZATION (RDPO). The RDPO provides a forum and structure for advancing regional disaster preparedness coordination and enhancing the Region's disaster-related capabilities. It also provides a mechanism for pursuing and managing homeland security, emergency management, and other preparedness-related grant funds made available to the Region.
- B. The RDPO replaces the Regional Emergency Management Group (REMG), which was established initially in 1993 and reaffirmed in 2003, and incorporates the organization and processes created in 2003 to manage the Urban Areas Security Initiative (UASI) grant awarded to the Portland Urban Area.

IV. MEMBERSHIP

- A. Eligibility:
 - 1. All counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon, and Clark County in Washington, are eligible to be members of the RDPO.
 - 2. State and federal agencies, non-governmental and private sector organizations, and intergovernmental organizations formed under ORS

190 in Oregon or RCW39.34 in Washington operating in the Region with a stake in disaster preparedness are also eligible to be members of the RDPO.

B. Membership Types:

1. Contributing Member: Participating Jurisdictions and other member organizations that make a financial contribution per section VIII of this Agreement.
2. Non-Contributing Member: Participating Jurisdictions and other member organizations that do not make a financial contribution per section VIII of this Agreement.

C. Privileges and Voting Rights

Consistent with specific provisions of this Agreement and policies adopted pursuant to this Agreement:

1. Contributing members have the right to vote on all organizational activities.
2. Non-contributing members have the right to vote on all organizational activities with the exception of financial activities as defined in section II of this Agreement.

V. ORGANIZATIONAL STRUCTURE

The work of the RDPO is conducted and coordinated through a well-defined structure of committees, discipline work groups, and cross-discipline task forces.

A. Policy Committee:

1. The Policy Committee is the governing body of the RDPO and is comprised of elected officials and chief executive officers from Participating Jurisdictions and other member organizations. The Policy Committee composition includes:
 - a. An elected official from the City of Portland;
 - b. An elected official from each of the Region's five counties;
 - c. An elected official from every other Participating Jurisdiction whose governing body is comprised of elected officials;
 - d. The chief executive officer of every other Participating Jurisdiction whose governing body is not comprised of elected officials; and
 - e. The chief executive officer of any other member organization that makes a financial contribution as indicated in section VIII of this Agreement (i.e., contributing member).
2. Each Participating Jurisdiction and other member organizations with a seat on the Policy Committee is responsible for selecting its representative to the Committee.

3. Notwithstanding the requirements of section X of this Agreement, the composition of the Policy Committee may be expanded by a two-thirds vote of the Committee.
4. The representative from each contributing member organization has the right to vote on all matters before the Committee. Representatives from non-contributing member organizations may participate in all Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
5. The Policy Committee is responsible for:
 - a. Providing political leadership to develop and promote a unified regional vision and strategy for disaster preparedness and to establish and operate a sustainable regional disaster preparedness organization;
 - b. Providing political leadership to promote the development, adoption, and implementation of regional disaster preparedness policies;
 - c. Approving selection of the Lead Administrative Agency (LAA) and approving the Service Level Agreement between the RDPO and the LAA outlining the rights and obligations of both parties;
 - d. Approving budget, grant, contracting, and other financial procedures, which define organizational roles, responsibilities, and authorities for management of funds contributed to the RDPO or awarded to the Region and managed by the RDPO;
 - e. Adopting such other policies and procedures as are necessary to ensure effective Committee and organizational operations and administration; and
 - f. Reviewing the efficacy of the RDPO and this Agreement on an ongoing basis.

B. Steering Committee:

1. The Steering Committee is comprised of senior executives from Participating Jurisdictions and other member organizations and includes both organizational and discipline-specific representatives. The Steering Committee composition includes:
 - a. A representative from the City of Portland;
 - b. A representative from each of the Region's five counties;
 - c. A representative of every other Participating Jurisdiction;
 - d. A representative of any other member organization that makes a financial contribution as indicated in section VIII of this Agreement (i.e., contributing member);
 - e. When not already represented on the Committee, a representative from each of the following disciplines – fire, law enforcement, public works, emergency management, public safety communications, public health, and healthcare;
 - f. A non-governmental organization representative;

- g. A private sector utility representative;
 - h. A private sector industry representative; and
 - i. Up to two at-large representatives.
2. Each Participating Jurisdiction and other member organization with a seat on the Steering Committee is responsible for selecting its representative to the Committee. Discipline-specific representatives are selected by leaders of the respective disciplines from across the Region, according to the Steering Committee's policies and procedures. The Steering Committee is responsible for selecting representatives to fill the non-governmental, private sector utility, private sector industry, and at-large positions on the Steering Committee.
3. Notwithstanding the requirements of Section X, the composition of the Steering Committee may be expanded by a two-thirds vote of the Policy Committee.
4. The representative from each contributing member organization has the right to vote on all matters before the Committee. Representatives from non-contributing member organizations may participate in all Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
5. The Steering Committee is responsible for:
 - a. Developing and updating the regional strategy and associated priorities for regional disaster preparedness;
 - b. Endorsing the work plan and funding plan developed by the Program Committee and providing oversight to Program Committee implementation of the plans;
 - c. Reviewing and acting on grant applications and projects/budgets consistent with the roles, responsibilities, and authorities defined in organizational policies and procedures;
 - d. Assisting the LAA in the recruitment and performance management of the RDPO Manager;
 - e. Reviewing and approving the policies and procedures of all committees and work groups, except those of the Policy Committee, which approves its own.
 - f. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective Committee and organizational operations and administration; and
 - g. Monitoring and evaluating the overall effectiveness of the RDPO and recommending/making strategic or organizational changes as appropriate.

C. Program Committee:

1. The Program Committee is comprised of the chairs of the RDPO's Discipline Work Groups (DWGs), and a separate chair and vice chair drawn from the DWGs and elected by the Committee. The Committee also includes the chairs of all chartered RDPO task forces, a representative of the RDPO's Grants and Finance Committee, a representative of the State Administrative Agency, and RDPO staff.
2. The Program Committee Chair and Vice Chair and the Discipline Work Group chairs have the right to vote on all matters before the Committee. Other Program Committee representatives may participate in Committee discussions and deliberations but may not vote.
3. The Program Committee is responsible for:
 - a. Developing the annual work plan and associated funding plan to operationalize the regional strategy;
 - b. Chartering task forces, as needed, to implement the work plan and oversee task force progress;
 - c. Reviewing and acting on grant applications and projects/budgets consistent with the roles, responsibilities, and authorities defined in organizational policies and procedures;
 - d. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective Committee operations and administration; and
 - e. Conducting periodic program assessments and capability reviews that contribute to developing strategic priorities for the Region.

D. Discipline Work Groups:

1. Discipline Work Groups (DWGs) are comprised of staff from Participating Jurisdictions and other member organizations.
2. The core DWGs of the RDPO are the:
 - a. Emergency Management Work Group,
 - b. Fire and Emergency Medical Services Work Group,
 - c. Law Enforcement Work Group,
 - d. Marine and Civil Aviation Work Group,
 - e. Portland Dispatch Center Consortium (serving as the Public Safety Communications Work Group),
 - f. Public Health Work Group,
 - g. Northwest Hospital Emergency Managers Group (serving as the Health and Medical Work Group),
 - h. Public Information Officers Work Group,
 - i. Public Works Work Group,
 - j. Transit Work Group, and
 - k. Animal Multi-Agency Coordination Group.

3. Additional DWGs may be added subject to Program Committee and Steering Committee approval.
4. The DWGs are responsible for:
 - a. Implementing the regional strategy and work plan by executing priority initiatives and projects;
 - b. Providing expert advice to the Program Committee on regional capabilities, strategic needs and priorities, and recommended initiatives, policies, and procedures;
 - c. Developing coordinated, multi-agency approaches;
 - d. Providing group members to serve on task forces chartered by the Program Committee;
 - e. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective work group operations and administration; and
 - f. Monitoring and reporting on the progress of assigned work.

E. Task Forces:

1. Task Forces are multi-discipline bodies comprised of representatives drawn from RDPO Discipline Work Groups. Other representatives from within and outside of the organization may participate in task force activities to provide appropriate subject matter expertise.
2. Task Forces are responsible for:
 - a. Implementing the regional strategy and work plan by executing assigned projects;
 - b. Providing expert advice to the Program Committee on regional capabilities, strategic needs and priorities, and recommended initiatives, policies, and procedures;
 - c. Developing coordinated, multi-discipline approaches;
 - d. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective task force operations and administration; and
 - e. Monitoring and reporting on the progress of assigned work.

F. Grants and Finance Committee:

1. The Grants and Finance Committee (GFC) is comprised of financial staff from Participating Jurisdictions and other member organizations. At a minimum, the Committee will include representatives from the Lead Administrative Agency, the City of Portland, each of the Region's five counties, any other contributing member, and the State Administrative Agency. Other representatives may be added to the Committee as necessary and appropriate for the oversight of funds contributed to or managed by the RDPO.

2. Each Participating Jurisdiction and other member organization with a seat on the GFC is responsible for selecting its representative to the Committee.
 3. The representatives from the Lead Administrative Agency and each contributing member organization have the right to vote on all matters before the Committee. All other representatives may participate in Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
 4. The Grants and Finance Committee is responsible for:
 - a. Assisting with the development, analysis, and implementation of organizational funding methodologies and allocation models;
 - b. Developing, guiding, and monitoring the implementation of grant administration and other fund expenditure procedures including those for grant reallocations and reprogramming;
 - c. Reviewing detailed budgets for new projects, amendments, and reallocations for compliance with applicable local, state, and federal requirements;
 - d. Monitoring the financial performance of approved projects and initiatives and addressing issues with appropriate actions;
 - e. Advising RDPO task forces, work groups, and committees on grant guidance and compliance matters; and
 - f. Reviewing and disseminating compliance and other financial management guidance, delivering training, and providing technical support as necessary to ensure organizational compliance with federal, state, local, and LAA requirements.
- G. Policies and Procedures: All RDPO committees, work groups, and task forces will, at a minimum, adopt policies and procedures to address membership; leadership structure and term limits; decision-making and voting, including quorum, proxy representation, and voting methods; and conflict resolution.
- H. RDPO Manager and Other Staff: Operation and administration of the RDPO and implementation of its work plan is facilitated by the RDPO Manager and such other staff as are appropriate and supportable with funds contributed to the organization and/or awarded to the Region and managed by the organization.
1. RDPO Manager: The work of the RDPO is managed and coordinated by the RDPO Manager. The Manager is an employee of and is housed by the LAA unless otherwise arranged by the RDPO Steering Committee. Funding to cover the Manager's costs (e.g., salary, benefits, office, training, travel, etc.) is derived from contributions made by a core group of Participating Jurisdictions as indicated in section VIII of this

Agreement. The Manager's primary duties, which are directed by the Steering Committee, are to:

- a. Facilitate the effective, coordinated operation of the RDPO, including its committees, work groups, and task forces, and the organizational culture needed to sustain it;
 - b. Support the work of the Policy, Steering, and Program Committees, including scheduling, planning, facilitating, and contributing to planning processes and work products, as needed;
 - c. Support the Policy, Steering, and Program Committee chairs;
 - d. Proactively develop and manage relationships that contribute to the Regional Disaster Preparedness Organization's effectiveness;
 - e. Support leadership development and succession planning for the Policy, Steering, and Program Committees; and
 - f. Maintain, manage, and share quality/timely information among the various committees, work groups, and task forces within the organization and among interested stakeholders.
2. Regional Staff: The work of the RDPO may be supported by additional regional staff. These staff will be employees of the LAA and serve at the pleasure of the RDPO Manager and LAA, and will be housed by the LAA unless otherwise arranged by the Steering Committee. Funding for the regional staff is derived from grants, Participating Jurisdictions, and/or other members as indicated in section VIII of this Agreement. Duties of the regional staff include:
- a. Supporting the work of the Policy, Steering, and Program Committees, work groups, and task forces including scheduling, planning, facilitating, and contributing to work products, as assigned;
 - b. Liaising with work groups and task forces to foster effective information flow and substantive input, as assigned;
 - c. Supporting work group and task force chairs;
 - d. Drafting task force and project charters;
 - e. Assisting with project implementation and project-related reporting; and/or
 - f. Assisting with management and oversight of funding designated for the organization.

VI. LEAD ADMINISTRATIVE AGENCY

- A. The Lead Administrative Agency (LAA) is a Participating Jurisdiction selected by the Policy Committee to support the organization's personnel, administrative, and fiscal operations. For the initial period of this Agreement, the City of Portland is the LAA.
- B. The LAA is responsible for:
 1. Hiring, terminating and supervising the RDPO Manager, in consultation with the RDPO Steering Committee;

2. Hiring and terminating the other RDPO staff, in consultation with the RDPO Manager, who directly supervises these staff, and the Steering Committee, as appropriate;
 3. Serving as the Grant Administrative Agency and fiscal agent for grant and others funds contributed to, awarded to, or otherwise managed by the RDPO; and
 4. Developing and implementing agreements, policies, and procedures governing contracting, procurement, grant administration, asset management, and other fiscal activities in concert with the Grants and Finance Committee.
- C. The responsibilities of the LAA, the obligations of the RDPO as it pertains to its relationship with the LAA, and the mutual understandings between the LAA and the RDPO will be spelled out in a Service Level Agreement (SLA) negotiated between the two parties.
- D. The Policy Committee may change the LAA at any time by majority vote of the contributing members of the Policy Committee, consistent with the terms of the Service Level Agreement. The Policy Committee will also select a new LAA if the current LAA withdraws. If the Policy Committee decides to change the LAA, it will provide sufficient notice to both the current and new LAAs to allow time to mutually agree to reemployment of some or all RDPO staff consistent with any applicable collective bargaining agreement, personnel policy, or state law.
- E. The obligation of the LAA to perform the functions set forth in this Agreement and the Service Level Agreement is contingent upon, and directly related to, the amount of funds contributed to the RDPO or secured through grants or other sources.

VII. OPERATING GUIDELINES

- A. Individually, each Participating Jurisdiction agrees to:
1. Adopt and implement the National Incident Management System (NIMS) and Incident Command System (ICS) in a manner consistent with the jurisdiction's size and functional responsibilities.
 2. Pursue development and maintenance of an effective disaster preparedness program, which includes the following elements as applicable to the jurisdiction's functional responsibilities:
 - a. A functional Emergency Operations Center (EOC), Emergency Coordination Center (ECC), or Department Operations Center (DOC);
 - b. A multi-hazard Emergency Operations Plan (EOP);
 - c. A Continuity of Operations (COOP) Plan;
 - d. Mutual aid agreements;

- e. Interoperable and redundant communication systems;
- f. Trained staff and exercised plans, equipment, facilities, and staff; and
- g. Community disaster preparedness education activities.

B. Collectively, the Participating Jurisdictions agree to:

1. Develop and pursue implementation of a regional disaster preparedness strategy that outlines the RDPO's long-term vision and direction for increasing and maintaining regional preparedness capabilities and mitigating risk.
2. Develop, adopt, and implement a biennial work plan and budget detailing the purposeful actions to operationalize the regional strategy.

VIII. RDPO FUNDING

A. Core Operating and Administration Costs: Funding for the RDPO's core operating and administration costs as defined in Section II of this Agreement is derived from contributions made by a core group of Participating Jurisdictions who are asked to fund these costs. Those jurisdictions include the City of Portland, the Region's five counties, the Portland area metropolitan service district (Metro), the Tri-County Metropolitan Transportation District of Oregon (TriMet), and the Port of Portland. The jurisdictions who contribute to the core operating and administration costs are known collectively as the "Core Group".

B. Work Plan Implementation Costs:

1. Funding necessary for execution of the regional work plan may be derived from:
 - a. Additional funds contributed by the Core Group of Participating Jurisdictions;
 - b. Funds contributed by other member organizations; and
 - c. Grants awarded to the LAA or another jurisdiction in the Region in support of the RDPO's work.
2. Funding made available for execution of the regional work plan will, to the extent practical, be allocated to the Region's highest priority projects or, in the case of grant funding, to specific projects linked to the grant award.

C. Method:

1. The core operating and administration costs and the method for allocating those costs among the Core Group of Participating Jurisdictions will be determined annually as part of the budget process and may be based on proportionality or any other method approved by the Policy Committee and agreed to by the Core Group of Participating Jurisdictions.

2. A member organization other than one of the Core Group of Participating Jurisdictions may become a contributing member by making a financial contribution of an amount established by the Policy Committee

D. Payments: The LAA will invoice all contributing members based on the amounts and allocations approved by the Policy Committee and the funding commitments made by the members. The invoices will be distributed during the month of July for the new fiscal year. Payments are due within 45 days of receipt of invoice unless other arrangements are made with the LAA.

IX. EFFECTIVE DATE, DURATION, TERMINATION, WITHDRAWAL, AND DISPOSITION OF ASSETS

A. Effective Date: This Agreement will go into effect following its authorization by the governing bodies of the Core Group of Participating Jurisdictions indicated in section VIII of this Agreement.

B. Termination: This Agreement will remain in effect until it is superseded or until the Core Group of Participating Jurisdictions unanimously agrees to terminate its terms.

C. Withdrawal:

1. A Participating Jurisdiction that is making a financial contribution to the organization may withdraw from this Agreement by providing written notice of its intent to withdraw to all other Participating Jurisdictions no less than 180 days before the intended withdrawal date. If the intended withdrawal date is not the end of the RDPO's fiscal year (i.e., June 30), the remaining funding obligation of the withdrawing jurisdiction will be determined by the Policy Committee at the time the notice is provided.

2. A Participating Jurisdiction that is not making a financial contribution to the organization may withdraw at any time by providing 30 days written notice of its intent to withdraw to all other Participating Jurisdictions.

D. Disposition of Assets:

1. Any assets held by the RDPO upon its termination shall, within a reasonable time, be divided pro rata among the Participating Jurisdictions, based on the contribution of each Participating Jurisdiction to the funding of the RDPO under Section VIII of this Agreement.

X. AMENDMENTS

A. Proposed amendments to this Agreement shall be approved by two-thirds vote of the Policy Committee and must be subsequently approved by each of the Participating Jurisdiction's governing bodies.

B. Unless otherwise stated in the amending language, amendments to this Agreement will go into effect following their authorization by the governing bodies of the Core Group of Participating Jurisdictions as identified in section VIII of this Agreement.

XI. ADDITIONAL JURISDICTIONS

Any jurisdiction not a party to this Agreement at the time it becomes effective may become a party by first notifying the Policy Committee and then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.

XII. NON-EXCLUSIVE

Participating Jurisdictions may enter into subsequent separate agreements for disaster preparedness with any other jurisdiction to the extent not inconsistent with the terms of this Agreement.

XIII. MERGER

This Agreement contains the entire agreement among the Participating Jurisdictions on this matter. It supersedes all prior written or oral discussions or agreements concerning the rights and responsibilities of the Participating Jurisdictions on this matter.

XIV. RESPONSIBILITY FOR ACTS

Each of the Participating Jurisdictions shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. No Participating Jurisdiction shall be responsible or liable for consequential damages to any other Participating Jurisdiction arising out of the performance of the terms and conditions of this Agreement.

XV. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act, the Oregon Constitution, Title 4 RCW, and the Washington Constitution, each Participating Jurisdiction also agrees to hold harmless, defend, and indemnify each other Participating Jurisdiction, including its officers, employees, and agents, from and against all claims, actions or suits of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney fees resulting from or arising out of the acts of its officers, employees or agents under this Agreement.

XVI. DISPUTES

Any dispute as to the interpretation of this Agreement between two or more of the Participating Jurisdictions will be resolved by a two-thirds vote of the Policy Committee.

XVII. 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.

XVIII. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of the Agreement and 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.

CITY OF PORTLAND

APPROVED AS TO FORM

Mayor of Portland

Date_____

APPROVED AS TO FORM

City Attorney

Date_____