

RESOLUTION NO. 2022-48

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE RENEWAL  
OF AN INTERGOVERNMENTAL AGREEMENT FOR FORMING AN  
EMS ALLIANCE IN WASHINGTON COUNTY

**WHEREAS**, Washington County maintains statutory authority for the regulation of emergency ambulance transport and must develop a plan pursuant to ORS 682.062 to coordinate ambulance services; and

**WHEREAS**, the Participants to this Agreement desire to continue to cooperate in the planning, implementation and monitoring of an integrated Washington County emergency medical services ("EMS") system through membership in the Washington County EMS Alliance; and

**WHEREAS**, the parties have authority to enter into this Intergovernmental Agreement pursuant to the powers contained in their respective Charters and ORS 190.010.

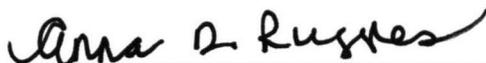
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:**

**Section 1.** The City Council hereby approves renewing the Intergovernmental Agreement for Forming an EMS Alliance in Washington County (Exhibit A).

**Section 2.** The City Manager or designee is authorized to execute the IGA on behalf of the City.

**Section 3.** This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** this 27<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 27<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT  
FOR  
EMS ALLIANCE IN WASHINGTON COUNTY**

This Intergovernmental Agreement (“Agreement”) is entered by and between Washington County, Oregon (the “County”), and all the entities signing below (the “Participants” or “Members”). Effective July 1, 2022 until June 30, 2027 unless terminated early per section 5 (Term and Termination).

**RECITALS**

**WHEREAS**, Washington County maintains statutory authority for the regulation of emergency ambulance transport and must develop a plan pursuant to ORS 682.062 to coordinate ambulance services; and

**WHEREAS**, Washington County has developed an ASA plan that has been approved by the Oregon Health Authority; and

**WHEREAS**, pursuant to ORS 682.031, Washington County has developed an ordinance to create a uniform countywide system for the delivery of emergency medical services and that ordinance is codified at WCC Chapter 8.32; and

**WHEREAS**, cities and fire districts maintain responsibility for first response fire, medical and rescue services; and

**WHEREAS**, ORS Chapter 190 provides that cities, counties, and rural fire protection districts, among other local government entities, may enter into a written agreement for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform, whether by joint administration, by joint use of personnel, facilities and equipment, by one of the parties on behalf of the others or by any combination of those and other methods; and

**WHEREAS**, the parties to this Agreement desire to cooperate in the planning, implementation and monitoring of an integrated Washington County emergency medical services (“EMS”) system through membership in the Washington County EMS Alliance; and

**WHEREAS**, private ambulance provider(s) may participate as Affiliate Member(s) of the Washington County EMS Alliance formed by this IGA as an integral partner in EMS in Washington County; and

**WHEREAS**, the parties agree that the integrated system is informed by the “foundational principles” adopted by the Washington County Board of Commissioners; and

**WHEREAS**, the parties further agree that the integrated system is guided by the belief and commitment that the authority and practice of local governments providing and overseeing services to their constituents, including EMS services, shall be protected and maintained; and

**WHEREAS**, the parties recognize that any changes to the County ASA Plan must be adopted by the Washington County Board of Commissioners and submitted to the Oregon Health Authority for approval.

**NOW, THEREFORE**, pursuant to the authority granted in ORS Chapter 190, the County and the Participants hereby agree as follows:

## **AGREEMENT**

### **1. Membership and Duties.**

#### **A. Members.**

- i. Membership in the Alliance consists of one person, and an alternate, delegated by each of the Signatories from the Signory’s appointed executive management staff. Each Member shall serve at the pleasure of the appointing Signatory.
- ii. Other public entities authorized under ORS Chapter 190 to enter into this Agreement may, on application, join as additional Participants by consent of Members then existing at the time of such application.
- iii. The Members are the “governing board” of the Alliance. The governing board may form workgroups that support the governing board, foundational principles and EMS plan.
- iv. With unanimous agreement of all governing board members, additional appointments may be made to the Governing Board and will be documented in the EMS Alliance Bylaws

**B. Affiliate Members.** Washington County franchised private ambulance provider(s) and other system stakeholders not otherwise “Members” may, on application, join as an “Affiliate Members” by consent of Members then existing at the time of such application. Affiliate Members may participate and vote in Alliance workgroup activities, for which they are participating; but are not part of the “governing board”.

**C. Powers and Duties.** The Alliance will through collaboration and consensus develop a comprehensive County EMS plan for review and consideration by the Washington County Board of Commissioners. The County EMS plan will provide a vision and work plan for the EMS system and be grounded in the “foundational principles”. The Alliance will monitor and report on the EMS system and provide

annual updates to the County EMS plan as appropriate. The “foundational principles” are attached hereto and by this reference incorporated into this IGA.

**2. Meetings.**

A. Each year, Members shall select a presiding officer from among them to serve for a term of one year. The presiding officer shall set the time and place of all future meetings and shall consult with the designated “administrative home” to prepare the agenda and maintain any minutes of the meeting(s) that the Alliance deems necessary or desirable.

B. At any meeting a quorum consisting of a minimum majority of Alliance Members as then constituted shall be necessary to take any affirmative action, by vote or otherwise, as to any matter before the Alliance. Except as stated in paragraph 10 below, no action requiring a vote shall be effective unless agreed to by a majority vote of all Members. The Alliance shall devise and adopt additional rules of procedure for the conduct of its business.

**3. Administrative Home.** The County will provide the “administrative home”. The agency will assume, in consultation with the presiding officer, the responsibility for agenda preparation, meeting support, Member communications, meeting notices (if applicable), minutes and any other required organizational/administrative duties. The “administrative home” may be changed with the unanimous consent of the Members.

**4. Assignment of Participating Agency Staff.** The Members and Affiliate Members will identify staff to work with the Alliance, including participation in workgroups.

**5. Term and Termination.** The Agreement will be in effect until June 30, 2027 unless Members agree to an earlier termination, extension or modification of terms. The County may unilaterally terminate the IGA at its sole discretion with 90 days written notice to Members. A Member to this Agreement may unilaterally withdraw from this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, the agency that is acting as the “administrative home” to the Alliance may unilaterally withdraw from this Agreement, or from the role as “administrative home”, only upon 90 days written notice to allow for the proper transition of the “administrative home” to another Member, unless otherwise agreed to by the Members.

**6. Responsibilities for Acts.** Each of the Members and Affiliate Members shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. No Member or Affiliate Members shall be responsible or liable for consequential damages to any other Member or Affiliate Members arising out of the performance of the terms and conditions of this Agreement.

**7. Insurance.** Each Member agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. Affiliate Members agree to maintain the same levels of insurance as the Members.

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

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

**10. Amendment.** Alliance members may recommend amendments to this IGA by unanimous vote of the governing board. Any proposed amendments recommended by the Alliance members will be forwarded to the governing bodies of the members for review and consideration.

**11. Counterparts.** This IGA may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument

This Agreement is hereby agreed to upon by the parties and executed by the duly authorized signatures below.

**IT IS HEREBY AGREED:**

Washington County

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Hillsboro

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Cornelius

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Gaston Rural Fire Protection District

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Banks Fire District # 13

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Tualatin Valley Fire & Rescue, A Rural  
Protection District

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



*A place where families and businesses thrive.*

CITY RECORDER USE ONLY:

AGENDA ITEM #: F. 17.

MEETING DATE: 06/27/2022

FINAL ACTION: RESO 2022-48

**CITY COUNCIL STAFF REPORT**

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**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**PROJECT TEAM:** *Patrick Wineman, Fire Division Chief*

**MEETING DATE:** *June 27<sup>th</sup>, 2022*

**SUBJECT TITLE:** *Renewal – Intergovernmental Agreement for EMS Alliance*

**ACTION REQUESTED:**

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ordinance	Order	X	Resolution	Motion	Informational

*X all that apply*

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**BACKGROUND:** In February of 2019, the Washington County Board of Commissioners approved developing a new Emergency Medical Services (EMS) governance model. The new EMS governance model, called the ‘EMS Alliance’ was formed through an Intergovernmental Agreement (IGA) between the County, Hillsboro, Banks, Gaston, and Cornelius, to ensure all EMS providers operate under a single, transparent system from 9-1-1 dispatch through transport of a patient to the most appropriate hospital.

In June of 2019, the Forest Grove City Council approved Resolution 2019-43 and became a signatory to the IGA whereby the City Manager appoints a representative to the EMS Alliance Governing Board. Patrick Wineman, Fire Division Chief, currently serves as Forest Grove’s representative and other agencies are represented likewise. The EMS Alliance is chartered with planning and implementing an integrated and County-wide EMS system. The EMS Alliance spent recent months updating the IGA and associated Washington County Codes & Ordinances related to EMS system delivery within the county. The changes to the IGA are housekeeping in nature. The new IGA is effective from July 1, 2022 to June 30, 2027.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends City Council approve the attached resolution authorizing to renew the IGA for the Washington County EMS Alliance.

**ATTACHMENT(s):**

- 1) Resolution
- 2) Exhibit A: IGA for renewing the EMS Alliance in Washington County