**DRAFT INTERAGENCY AGREEMENT**

**Disaster Coordination of Personnel and Supplies**

**THIS AGREEMENT** is made and entered into by and among the authorized signatories of this Agreement, their successors and state agencies (“Parties” or “Agencies”) under the authority granted in ORS 190.110, Article X-A of the Constitution of the State of Oregon, other laws, and , collective bargaining agreements (“Agreement”).

**I. PURPOSE**

This Agreement establishes requirements and provides a procedure for coordinating the redeployment of Personnel and Supplies during a declared Disaster, as defined below, for the purpose of supporting activities among state Agencies and to determine which Agency is responsible for the costs of redeployment.

**II. EXCLUSIONS TO THE AGREEMENT**

This Agreement does not apply to:

1. Redeployment of Personnel and Supplies under a separate written agreement among the Parties that contains alternate terms and conditions.
2. A formal demand by an Agency head to requisition Personnel and Supplies under ORS 283.110.
3. Any redeployment of Personnel and Supplies that would be prohibited by federal or state law, and no exception or waiver exists.
4. An Agency’s use of private contractors or inmate labor.
5. An Agency’s rights to procure what it needs during a Disaster.
6. Local governments.

**III. TERM OF AGREEMENT**

This Agreement begins on the first date that at least two Agencies sign the Agreement and shall continue indefinitely, until terminated as set forth in this Agreement.

**IV. DEFINITIONS**

1. “CHRO” means the Department of Administrative Services (DAS), Chief Human Resources Office.
2. “Control Center” means a Disaster-related control center such as the State Emergency Coordination Center (ECC) or an Agency Operations Center (AOC) under ORS 431.264 or 433.441 to 433.452 as specifically described for public health.
3. “Chief Operating Officer” is appointed by the Governor and serves as the Director of DAS.
4. “Disaster” means a type of emergency that:
	1. Begins when the Governor or Governor’s designee:
5. Declares a state of emergency under ORS 401.165 to 401.236;
6. Issues a declaration under the Emergency Conflagration Act, ORS 476.510 to 476.610;
7. Declares a public health emergency under ORS 433.441 to 433.452;
8. Issues approval of one or more public health actions under ORS 431.264; or
9. Declares a catastrophic disaster under Article X-A of the Constitution of the State of Oregon, and
	1. Ends when the Governor or Governor’s designee terminates the state of Disaster or the state of Disaster expires according to statute.
10. “Personnel” means the services of one or more Agency employee for supporting activities during a Disaster.
11. “Personnel and Supplies” includes “Personnel or Supplies,” as appropriate.
12. “Receiving Agency” means the agency requesting Personnel or Supplies in the event of a Disaster.
13. “Redeploy” means to transfer Personnel or Supplies from one area or activity to another.
14. “Sending Agency” means the agency providing Personnel or Supplies in the event of a Disaster.
15. “Supplies” means goods, equipment, materials, and any other personal property, including any tangible, intangible and intellectual property, rights and related licenses, which an agency is authorized by law to redeploy during a Disaster.

**V. OBLIGATIONS**

1. COORDINATION OF REDEPLOYMENT OF PERSONNEL AND SUPPLIES
2. Obligations between the Receiving Agency and Sending Agency are created when:
	* 1. The Receiving Agency requests Personnel or Supplies during a Disaster;
		2. The Sending Agency voluntarily delivers or otherwise provides to the Receiving

 Agency the requested Personnel or Supplies; and

* + 1. The Receiving Agency accepts the provided Personnel or Supplies from the Sending Agency.
1. Personnel. CHRO will coordinate the statewide redeployment of Personnel, including oversight and any documentation, once a Receiving Agency requests additional Personnel.
2. Supplies. A Control Center will coordinate the statewide redeployment of Supplies, including oversight and any documentation, once a Receiving Agency requests additional Supplies.
3. If the CHRO or Control Center is unable or unwilling to provide this coordination function, the Agencies may directly carry out the terms and conditions of this Agreement.
4. The DAS Special Procurement no. 228-08 (as amended) provides a coordinated process for state agencies to quickly and fairly procure supplies and services during a Disaster. This Agreement and Special Procurement no. 228-08 are designed to work in tandem.

B. COSTS AND REIMBURSEMENT

1. The Sending Agency will bear the Personnel or Supplies costs for the Personnel and Supplies provided by the Sending Agency under this Agreement, unless the Agencies agree in writing to a different cost distribution.
2. Should the Disaster-related expenses be reimbursable by any state or federal agency, each Agency is responsible for filing its own request and documentation for reimbursement of costs.

C. TERMINATION OF THE REDEPLOYMENT

1. The Receiving Agency’s use of any redeployed Personnel and Supplies will end when:
2. The Receiving Agency determines the Personnel and Supplies are no longer needed;
3. The Sending Agency notifies the Receiving Agency that the Sending Agency is unable to continue providing the Personnel and Supplies;
4. The Governor or Governor’s designee terminates the state of Disaster; or
5. The state of Disaster expires according to statute.
6. When Personnel are returned to the Sending Agency, itwill return all assigned requests and associated documentation and communicate the status to the Receiving Agency’s finance supervisor/coordinator or designee, the CHRO, and the Control Center, if applicable, and as soon as practicable.
7. The Receiving Agency will return to the Sending Agency tangible Supplies with a remaining useful life as soon as practicable.

**VI. WITHDRAWAL OR TERMINATION OF THE AGREEMENT**

Any Agency may withdraw from this Agreement upon thirty (30) days written notice to the designee of the Chief Operating Officer.

The Chief Operating Officer or designee may terminate this Agreement upon thirty (30) days written notice to the signatories.

**VII. AMENDMENTS**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by all Parties. The amendment shall be effective as of the last date on which the Parties have signed the amendment.

**VIII. MERGER**

This Agreement constitutes the entire agreement among the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**IX. COUNTERPARTS, ELECTRONIC SIGNATURES,** **AND NOTICE**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. Electronic signatures will be accepted as if they were original signatures. Upon signing this Agreement, the Agency shall give a copy of the executed agreement to the designee of the Chief Operating Officer. Parties, the CHRO, and the Control Center may obtain a list of Parties to the Agreement from the designee.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates shown.

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Name of Agency

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

Name

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date