

# **RESOLUTION 2009-065**

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT) WITH MULTIPLE LOCAL, COUNTY AND STATE GOVERNMENT AGENCIES

**WHEREAS**, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

**WHEREAS**, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support; and

**WHEREAS**, in the event of a major emergency or disaster as defined in ORS 401.025 (4), the parties who have executed this Agreement may need assistance to provide supplemental pesonnel, equipment, or other support; and

**WHEREAS**, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

**WHEREAS**, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel; and

**WHEREAS**, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies; and

**WHEREAS**, ORS Chapter 401.480 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

**WHEREAS**, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities; and

**WHEREAS,** multiple local, county, and state agencies participate as parties in this Agreement (Exhibit B) using specific guidelines for its use (Exhibit C);

# NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

<u>Section 1</u>. The City Manager is authorized to sign the Intergovernmental Agreement with Oregon local, county and state agencies for the provision of Public Works Emergency Response Cooperative Assistance (Exhibit A).

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 18th day of August 2009.

Keith S. Mays, Mayor

ATTEST:

Sylvia Murphy, City Recorder

## OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

#### WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (4), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 401.480 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

#### 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall by paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

### 10. The Agreement

A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Office of Maintenance shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.
- 11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

Resolution 2009-065, Exhibit A August 18, 2009 Page 6 of 7

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON DEPARTMENT OF TRANSPORTATION

1 2/10/07 Date

Lucinda Moore Maintenance Engineer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency	
County, Oregon	
Authorized Representative	_
Date	_
Designated Primary Contact:	
Office: <u>Contact</u> :	Phone Number:
mergency 24 Hour Phone Number:	Fax Number:
-mail address (if available):	

Oregon Department of Transportation, All Counties

Baker County, Baker County City of Baker, Baker County City of Haines, Baker County City of Halfway, Baker County City of Huntington, Baker County

City of Adair Village, Benton County City of Corvallis, Benton County City of Monroe, Benton County City of Philomath, Benton County

City of Gladstone, Clackamas County City of Happy Valley, Clackamas County City of Johnson City, Clackamas County City of Milwaukie, Clackamas County City of Molalla, Clackamas County City of West Linn, Clackamas County City of Wilsonville, Clackamas County Clackamas County, Clackamas County

City of Astoria, Clatsop County City of Cannon Beach, Clatsop County City of Seaside, Clatsop County City of Warrenton, Clatsop County Clatsop County, Clatsop County

City of Rainier, Columbia County City of St. Helens, Columbia County City of Vernonia, Columbia County Columbia County, Columbia County

City of Bandon, Coos County City of Coos Bay, Coos County City of Coquille, Coos County City of Lakeside, Coos County City of Myrtle Point, Coos County City of North Bend, Coos County Coos Bay-North Bend Water Board, Coos County Coos County, Coos County

City of Brookings, Curry County City of Gold Beach, Curry County Curry County, Curry County

City of Redmond, Deschutes County Deschutes County, Deschutes County

City of Canyonville, Douglas County City of Drain, Douglas County City of Elkton, Douglas County City of Oakland, Douglas County City of Reedsport, Douglas County City of Riddle, Douglas County City of Winston, Douglas County Douglas County, Douglas County

City of Condon, Gilliam County Gilliam County, Gilliam County

City of Canyon City, Grant County City of John Day, Grant County City of Long Creek, Grant County Grant County, Grant County

City of Burns, Harney County City of Hines, Harney County Harney County, Harney County

City of Cascade Locks, Hood River County City of Hood River, Hood River County Hood River County, Hood River County

City of Central Point, Jackson County City of Gold Hill, Jackson County City of Medford, Jackson County City of Phoenix, Jackson County City of Rogue River, Jackson County City of Shady Cove, Jackson County City of Talent, Jackson County Jackson County, Jackson County

City of Culver, Jefferson County City of Madras, Jefferson County Jefferson County, Jefferson County

City of Cave Junction, Josephine County Josephine County, Josephine County

City of Klamath Falls, Klamath County Klamath County, Klamath County

Lake County, Lake County Town of Lakeview, Lake County

City of Coburg, Lane County City of Cottage Grove, Lane County City of Creswell, Lane County City of Dunes City, Lane County City of Eugene, Lane County City of Florence, Lane County City of Oakridge, Lane County City of Springfield, Lane County City of Veneta, Lane County City of Westfir, Lane County Lane County, Lane County

City of Lincoln City, Lincoln County City of Siletz, Lincoln County City of Yachats, Lincoln County Lincoln County, Lincoln County

City of Harrisburg, Linn County City of Lebanon, Linn County City of Sweet Home, Linn County Linn County, Linn County

City of Jordan Valley, Malheur County City of Nyssa, Malheur County City of Ontario, Malheur County City of Vale, Malheur County

City of Aumsville, Marion County City of Aurora, Marion County City of Detroit, Marion County City of Donald, Marion County City of Gates, Marion County City of Gervais, Marion County City of Hubbard, Marion County

City of Keizer, Marion County City of Silverton, Marion County City of Turner, Marion County Marion County, Marion County City of Salem, Marion County / Polk County City of Idanha, Marion/Linn County City of Mill City, Marion/Linn County

City of Boardman, Morrow County City of Heppner, Morrow County City of Ione, Morrow County City of Irrigon, Morrow County Morrow County, Morrow County

City of Fairview, Multnomah County City of Gresham, Multnomah County City of Portland, Multnomah County City of Wood Village, Multnomah County Multnomah County, Multnomah County Multnomah County, Multnomah County

City of Independence, Polk County Polk County, Polk County

City of Moro, Sherman County City of Wasco, Sherman County

City of Bay City, Tillamook County City of Manzanita, Tillamook County City of Nehalem, Tillamook County Tillamook County, Tillamook County

City of Adams, Umatilla County City of Athena, Umatilla County City of Echo, Umatilla County City of Hermiston, Umatilla County City of Milton-Freewater, Umatilla County City of Pendleton, Umatilla County City of Pilot Rock, Umatilla County City of Stanfield, Umatilla County City of Umatilla, Umatilla County Umatilla County, Umatilla County

City of Cove, Union County City of Elgin, Union County City of Imbler, Union County City of Island City, Union County City of Union, Union County Island City Area Sanitation District, Union County Union County, Union County

City of Joseph, Wallowa County City of Maupin, Wasco County City of Mosier, Wasco County Wasco County, Wasco County

City of Cornelius, Washington County City of Gaston, Washington County City of Hillsboro, Washington County City of North Plains, Washington County City of Sherwood, Washington County City of Tigard, Washington County Washington County, Washington County

City of Mitchell, Wheeler County City of Spray, Wheeler County Wheeler County, Wheeler County

City of Amity, Yamhill County City of Lafayette, Yamhill County City of McMinnville, Yamhill County City of Sheridan, Yamhill County City of Willamina, Yamhill County City of Yamhill, Yamhill County Yamhill County, Yamhill County

### ODOT Emergency Preparedness Committee

### Guidelines for Using the Public Works Emergency Response Cooperative Assistance Agreement

Here are suggested steps for your agency to follow when using the Oregon Public Works Emergency Response Cooperative Assistance Agreement. The participants to the agreement are listed by agency, with a contact person, their phone number and an emergency 24-hour phone number. Simply make the contact and obtain the assistance.

The Oregon Department of Transportation (ODOT) Office of Maintenance will keep an updated list of participants and will provide a copy of the list to everyone on the list.

### **Requesting Agency Steps to Follow**

#### When your agency is requesting assistance:

- 1. Assess the situation and determine the resources needed.
- 2. Fill out the REQUESTING AGENCY CHECKLIST (Attachment 1).
- 3. Locate agencies included in the agreement.
- 4. Call one or more agencies that may have the resources you need.
- 5. Fill out a Requesting Agency's MUTUAL AID INFORMATION form (Attachment 2).
- 6. Send copy of form to the Responding Agency as soon as possible.

#### **Responding Agency Steps to Follow**

### When your agency is responding to a request for assistance:

- 1. Make sure you can fulfill the request before giving an answer. Remember, you are not required to supply aid if you determine you cannot spare resources or if you do not have qualified personnel, appropriate equipment and necessary materials for what is requested.
- 2. Analyze the risk level of the request.
- 3. Complete the RESPONDING AGENCY CHECKLIST (Attachment 3) with the information given by the Requesting Agency.
- 4. Brief your employees and prepare the equipment.
- 5. Complete the EMPLOYEE & EQUIPMENT INFORMATION form (Attachment4). Provide copies to your responding staff and to the Requesting Agency.
- 6. Dispatch staff to the Requesting Agency for assistance.

### Supervisor of Responding Agency Steps to Follow

- 1. Complete the INCIDENT COMMANDER CHECKLIST (Attachment 5).
- Carry a copy of the Requesting Agency's MUTUAL AID INFORMATION (Attachment 2) and your EMPLOYEE & EQUIPMENT INFORMATION form (Attachment 4). Provide a copy of each to the Requesting Agency.
- 3. Remember you are responsible for your crew working in a safe and professional manner.
- 4. Track your equipment and materials inventory.

### Attachment 1 REQUESTING AGENCY CHECKLIST

What is the Need?

- Be sure a real need exists. The Oregon Public Works Emergency Response Agreement is only to be used to support resources already reasonably committed. What is the nature of the emergency? What can the Responding Agency help you
- repair or service?
- Identify what type of equipment, material, and skilled employees are needed.
- How long may they be needed? Will Responding Agency employees work independently or with one of your supervisors?
- Where will Responding Agency employees eat, sleep, and shower? Do you need to make contact with the Red Cross for meals? What facilities/motels are available for Responding Agency employees?
- Has an arrangement for refueling and repair of equipment been made?
- Identify a staging area. Where will Responding Agency employees meet your Agency supervisor(s) to be briefed and assigned work? Responding Agency employees will need names of your supervisor(s), phone numbers and locations and times to meet and report.

Who Can Help?

- Review list of Public Works Emergency Response Mutual Aid agencies and find an agency not affected by the emergency.
- Contact your local Office of Emergency Management, if needed.
- Call the agency directly. Send written request as soon as possible.
  - Identify yourself and your agency.
  - Fill out a MUTUAL AID INFORMATION form (Attachment 2).
  - \_\_\_\_State the nature of the problem.
  - \_\_\_\_State your needs such as personnel, equipment, and resources. How long will you need them?
  - \_\_\_\_Advise the Responding Agency on weather and road conditions.
  - How soon is aid needed? Is the work time sensitive?
  - \_\_\_\_Advise the Responding Agency where, when and to whom they are to report.
  - Identify facilities that are available to Responding Agency (shelter, food, etc.).

Briefing

- \_\_\_\_\_ Meet with your agency's union reps or supervisors to discuss how staff will be used.
- Identify a staff person to work directly with your employees to handle and address questions. Provide local maps of the area with information such as eating and sleeping sites.
  - \_\_\_\_ Provide system maps and discuss how to use them.
- \_\_\_\_\_ Review standards for the type of work being requested.
- \_\_\_\_\_ Establish a communications plan.

### Attachment 2 MUTUAL AID INFORMATION FORM Requesting Agency

DATE:	TIME:					
REQUESTING AGENCY:						
NAME/TITLE CONTACT:						
PHONE NUMBER:	FAX NUMBER:					
EMERGENCY PHONE NUMBER:						
TYPE OF EMERGENCY:						
ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED:						
ASSISTANCE BEING REQUESTED (be as specific as possible)						
Technical Assistance * Personnel	Area of Expertise					
Equipment *						
Communication Equipment:	· · · · · · · · · · · · · · · · · · ·					
Materials *						
* Items to consider in your request:						

Truck Drivers Surveyors Technicians Inspectors Engineers Utility Person Mechanics Operators Flaggers Welders Dump Trucks Back Hoe Bridge Repair Carpenters Electricians Power Supply Oiler Grader Gravel Pipe Traffic Control Equipment Paving Equipment Compactor Communication Equipment Lighting

4

## Attachment 3 RESPONDING AGENCY CHECKLIST

DATE:	TIME:
REQUESTING AGENCY:	
NAME/TITLE CONTACT:	
PHONE NUMBER:	FAX NUMBER:
EMERGENCY PHONE NUMBER:	
TYPE OF EMERGENCY:	
ESTIMATED DURATION ASSISTANCE	E WILL BE REQUIRED:
Fill out Mutual Aid Information Form (Atte	achment 2).
expected to deal with (volcanic ash Review types of equipment, materia required.	als and number of employees needed and skills needed? Should a relief crew be prepared? d eat? crews. ency's current operations? cted officials and ODOT Office of
items.     Identify Incident Commander for year     planning, logistics and finance.     Review ER/FEMA documentation precord-keeping requirements.     Inventory and standardize tools and travel.     Set up daily check in time between     Review progress, identify hours wo     Send cash (not check) or credit card	s. Ask employees to bring necessary personal our employees and appoint staff for operations, procedures with supervisors and initiate materials on vehicles. Inspect vehicles for Responding and Requesting agency. rked, working conditions and status of crew. Is with Supervisor for emergency expenses. aipment for backup communications. are on each vehicle.

## Attachment 4 EMPLOYEE AND EQUIPMENT INFORMATION Responding Agency

Agency:	Date:			
Supervisor of Crew:				
Communication Equipment/Phon	e Numbers:			
Report Time:	Report Date:			
Report To:	Area Assigned:			
ASSISTANCE BEING PROVID	ED (be as specific a	as possible)		
Supervisor & Crew Employees       Name     Emergency C       & Phone Nun	ontact nbers	Qualifications Flagger CPR ODL Operator First Aic		
<u>Technical Assistance</u> * Personnel		Area of Expertise		
Is it a permit-required confined sp	ace? Explain:			
Equipment *				
Truck Type & Size: Truck Materials Inventory: Truck Tools & Equipment Inventor Communication Equipment: Equipment for Night Work (expla	ory:			

### ATTACHMENT 4, Page 2

Materials \*

Excavation work: Do you need shoring? Explain (be specific):\_\_\_\_\_

\* Items to consider in your request:

Inspectors	Engineers	Surveyors	Technicians	Truck Drivers
Mechanics	Operators	Flaggers	Welders	Utility Person
Bridge Repair	Carpenters	Electricians	Dump Trucks	Back Hoe
Gravel	Pipe	Oiler	Grader	Power Supply
Compactor Traffic Control Equipment		Paving Equipment		
Communication Equipment		Lighting		

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\_\_\_\_\_

copy to Requesting Agency
copy to Responding Agency
copy to Crew Supervisor

### Attachment 5 INCIDENT COMMANDER CHECKLIST Responding Agency

#### Upon Arrival

- \_\_\_\_\_ Check in with supervisor on site.
- \_\_\_\_\_ Review shift assignments.
- Review maps, damage information, repair needs and potential crew assignments. Request information on repair standards.
- \_\_\_\_\_ Make sure that lodging, meals, and refueling capabilities exist. If not, identify crew member to work on problem and ask Requesting Agency for assistance.
- Review documentation procedures with Requesting Agency's supervisor and obtain supplies to track repairs and costs associated with the job.
- Establish daily briefing time with Requesting Agency's supervisor.
- Establish daily documentation briefing with Requesting Agency's supervisor to ensure that tasks are completed.
- \_\_\_\_\_ Establish working shifts.
- Review Communication Plan, as developed between Requesting Agency and Responding Agency.

Daily Process

- \_\_\_\_\_ Briefing with supervisor and crew on work assignments and progress.
- \_\_\_\_\_ Review safety procedures with crew.
- Review events and any problems or positive interaction with Requesting Agency's employees or customers.
- Ensure lunch and evening food breaks are provided and that a system for meals, refueling, and restocking is maintained.
- \_\_\_\_\_ Contact Responding Agency for briefing.
- Review documentation at end of each day for accuracy and completion.

Work Termination

- \_\_\_\_Meet with crews to review successes and problems.
- \_\_\_\_Identify total hours worked and number of repairs.
- \_\_\_\_Total up costs associated with work.
- \_\_\_\_Allow rest and recovery time before leaving for home.