



RESOLUTION 2021-083

APPROVING THE OREGON WATER/ WASTEWATER AGENCY RESPONSE NETWORK AGREEMENT ADDENDUM NO. 1 FOR THE SHARING OF PERSONNEL DURING AN EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION DURING A SEVERE EMERGENCY (SHARED WORKERS)

WHEREAS, local, regional or statewide emergencies may overwhelm the services, personnel, equipment and facilities of Oregon's municipal corporations, quasi municipal corporations, services districts, political subdivisions and private utility companies; and

WHEREAS, Resolution 2007-046 enabled the City to enter into an Intergovernmental Agreement with the Oregon Water/Wastewater Agency Response Network ("ORWARN") to provide mutual aid in the event of an emergency; and

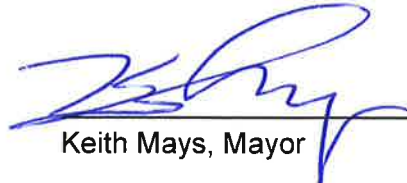
WHEREAS, Addendum No. 1 to this agreement outlines how agencies will share personnel during an emergency when workers are unable to get to their normal reporting location.

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

Section 1. The City Manager or City Manager Pro Tem is hereby authorized to sign the Oregon Water/Wastewater Agency Response Network Agreement Addendum No. 1 for the Sharing of Personnel During an Emergency When Workers are Unable to Get to Their Normal Reporting Location During a Severe Emergency (Shared Workers), in a form substantially similar to the attached Exhibit A.

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

Duly passed by the City Council this 7th day of September 2021.


Keith Mays, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

ADDENDUM NO. 1
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK
(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN
EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL
REPORTING LOCATION DURING A SEVERE EMERGENCY (SHARED WORKERS)

This Addendum No. 1 (“ADDENDUM”) to the ORWARN Mutual Aid and Assistance Agreement (“AGREEMENT”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030, by Members and Associate Members of the Oregon Water/Wastewater Agency Response Network (herein collectively known as “Members”).

RECITALS

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

WHEREAS, those hazards, when they occur, may significantly damage or impact transportation routes, cause a loss of power and communications, and leave Member Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Oregon Water/Wastewater Response Network (ORWARN) was formed to recognize that emergencies may require assistance in the form of personnel, equipment, and supplies outside the area of impact; and

WHEREAS, ORWARN created an Intergovernmental Agreement (AGREEMENT) for Mutual Aid and Assistance for the provision of emergency services for water and wastewater utilities which established procedures and standards for water and wastewater utility mutual aid; and

WHEREAS, the agencies that are members of ORWARN have personnel that are trained in field and emergency operations and when stranded by hazard impacts, may be available to assist with field and emergency management activities of another member; and

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

NOW, THEREFORE, the Members agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS ADDENDUM

The purpose of this ADDENDUM is to complement the existing ORWARN AGREEMENT and establish conditions and provisions for the sharing of qualified Shared Workers among the Members during catastrophic emergencies where transportation routes are severely disrupted, or other hazards exist and Shared Workers are unable to report to their normal work locations or duty stations.

II. DEFINITIONS -

- A. Emergency Assistance in this ADDENDUM means a Shared Worker that is self-deployed and offers mutual aid during a catastrophic emergency to a Receiving Member in order to assist in the response, relief and/or recovery efforts following an emergency and whose duties would be comparable to efforts performed by the Shared Worker for their Responding Member employer in a similar emergency response.
- B. Responding Member means a Member whose employee provides emergency assistance in the form of a Shared Worker as defined by this addendum to a Receiving Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- C. Receiving Member means a Member who accepts emergency assistance in the form of personnel from another Responding Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- D. Shared Worker(s) are Responding Member employees responsible for various field and public works activities occurring within the agency who may respond to a Receiving Member during a catastrophic emergency when they are unable to get to their normal work location as outlined in the standard operating procedures.
- E. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance such as a major earthquake, 100-year flood, or severe wind, snow or ice storm, that causes widespread damage to water systems, which prevents workers from reporting to their normal work location due to severely disrupted transportation routes, or other hazards.

III. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this ADDENDUM is voluntary. No Member shall be liable to another Member or considered to be in breach or default under the original AGREEMENT, on account of any delay in or failure to perform any obligation, except to make payment as specified in the AGREEMENT.

- B. All counties, cities, inter-local agencies, regional governments, and special districts in Oregon are eligible to be a party to this ADDENDUM providing they are Members or Associate Members of the AGREEMENT.
- C. Unless otherwise mutually agreed by Receiving and Responding Member, Article VI Cost Reimbursement of the AGREEMENT shall be followed and actions taken under this addendum shall comply with applicable Collective Bargaining Agreements, Local, State and Federal laws.

IV. ROLES OF AUTHORIZED OFFICIAL

- A. Each Member agrees that its Authorized Official or designee will serve as its representative in the administration and implementation of this ADDENDUM.

V. DUTIES OF THE RECEIVING MEMBER

- A. Unless otherwise mutually agreed by Receiving and Responding Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.
- B. The Receiving Member shall communicate with the Responding Member as soon as possible when a Shared Worker reports for duty at the Receiving Member location during an emergency and shall:
 - i. Request approval of the mutual aid and comply with the terms and conditions of the Agreement and this Addendum.
 - ii. Confirm with the Shared Worker and the Responding Member that the Shared Worker's services are required.
 - iii. Develop and implement a tracking system to record time and duration of Shared Worker to be provided to the Responding Member when emergency has been reduced or eliminated.
 - iv. Notify the Responding Member when the Shared Worker is released from service.

VI. DUTIES OF THE SHARED WORKER

- A. The Shared Worker will make every effort to report to their normal duty station before self-deploying to another agency.
- B. Will only self-deploy to another agency if safe to do so.
- C. Notify their employer of their status and location.

- D. End their self-deployment and report to work at their normal place of employment as soon as possible, unless authorized to continue work under the terms of the Agreement.

VII. DUTIES OF THE RESPONDING MEMBER

- A. Unless otherwise mutually agreed by Responding and Receiving Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.

VIII. EMPLOYEES AS INDEPENDENT CONTRACTORS

- A. Each Responding Member shall be and operate as an independent contractor of the Receiving Member in the provision of any Emergency Assistance. Employees of the Responding Member shall, at all times while performing Emergency Assistance, continue to be employees of the Responding Member and shall not be deemed employees of the Receiving Member for any purpose. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Shared Workers shall remain the responsibility of the Responding Member. The costs associated with borrowed employees are subject to the reimbursement process outlined in the AGREEMENT, Article VI, Cost Reimbursement.
- B. In no event shall a Responding Member or its 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 Member under or by virtue of the AGREEMENT.
- C. Shared Workers shall remain under the administrative control of the Responding Member but will be under the operational control of the emergency management authorities of the Receiving Member. The Responding Member shall not be liable for cessation or slowdown of work if the Responding Member's Shared Workers decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Receiving Member of any responsibility or create any liability on the part of the Responding Member for decisions and/or consequences of the operation.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

Unless otherwise mutually agreed by Receiving and Responding Party, Article VI Cost Reimbursement of the AGREEMENT shall be followed.

X. ENTIRE ADDENDUM

This existing AGREEMENT of the Members takes precedence over all concepts outlined in this ADDENDUM.

XI. EXECUTION

This ADDENDUM is voluntary to Members and Associate Members of the AGREEMENT.

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REPORTING LOCATION (SHARED WORKERS)**

SIGNATURE PAGE

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

Signature of Officer	Date	Officer's Title
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Signature of Counsel	Date	Counsel's Title
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Name and title of primary Contact Representative:	
Address:	
Phone:	
Email:	

Name and title of alternate Contact Representative:	
Phone:	
Email:	