

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, July 10, 2017, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Appointments

1. Appoint Hedda Markham to Planning Commission [Pg. 3]

E. Public Appearances

1. Oregon Resources Research & Education Center [City Manager, Pg. 6]
 - a. Overview of ORREC [Pg. 7]

F. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

G. Staff Reports

1. Oregon Water/Wastewater Agency Response Network (ORWARN) Mutual Aid Agreement [PWDS, Pg. 14]
 - a. ORWARN Members [Pg. 16]
 - b. Mutual Aid Agreement [Pg. 19]
 - c. ORWARN Bylaws [Pg. 32]
 - d. ORWARN Operational Plan [Pg. 40]
2. USDA-RD funding of Wastewater Facilities projects [PWDS, Pg. 108]
 - a. Dyer Partnership Task Order No. 78 [Pg. 109]
3. Airport Infrastructure Project Amendment [PWDS, Pg. 113]
 - a. Task Order 43, Amendment No. 2 [Pg. 115]
4. Oregon Records Management Solutions (ORMS) [City Recorder, Pg. 116]
 - a. Subscription Service Contract with Chavez [Pg. 117]
 - b. State Archives Intergovernmental Agency Agreement [Pg. 129]
 - c. October 3, 2016 Council Workshop Report and Associated Attachments [Pg. 139]
5. Harbor Sanitary District Agreement [City Manager, Pg. 166]

H. Resolutions

1. Stout Park Fund [City Manager, Pg. 167]
 - a. Resolution 17-R-1117 [Pg. 168]

b. Stout Park Deed [Pg. 169]

I. Consent Calendar

1. Approve Council minutes for June 26, 2017 [Pg. 174]
2. Accept Parks & Rec minutes for April 27, 2017 [Pg. 178]

J. Informational Non-Action Items

1. June Vouchers [Pg. 180]
2. Vacant Committee Positions [Pg. 184]

K. Remarks from Mayor and Councilors

1. Council Liaison Reports

L. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.



CITY OF BROOKINGS

JUN 19 2017

RECEIVED.....

City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: 541- 469-2163 Fax: 541-469-3650

www.brookings.or.us

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: Hedda Markham
Physical Address: 1110 Sandy Lane
Mailing Address: same
Email Address: drhedda@aol.com Phone: 754 0751

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for: | <u>Composition (i)</u> | <u>Term (ii)</u> |
|--|--------------------------|------------------|
| <input checked="" type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB | 4 years |
| <input type="checkbox"/> Budget Committee | 5 Electors | 3 years |
| <input type="checkbox"/> Parks and Recreation Commission | 4 Residents, 1 UGB | 2 years |
| <input type="checkbox"/> Public Art Committee (PAC) (iii) | 3 Residents, 2 UGB | 3 years |
| <input type="checkbox"/> Traffic Safety Committee | 2 Residents | 2 years |
| <input type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii) | 4 Residents, 3 Curry Co. | 3 years |
| <input type="checkbox"/> Other (please specify): _____ | | |
2. City residents: How long have you lived in the City of Brookings? _____ years 1 months
Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? _____ years _____ months
4. What is your current occupation? Retired

NOTES:

- (i) Membership requirements:
- Residents must reside inside City limits; resident/UGB status determined by physical address.
 - Electors are registered voters of the City of Brookings (verified by County Elections Office).
 - UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).
- (ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.
- (iii) Other restrictions:
- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
 - TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.
 - PAC: Three (3) members must have an art background.

PART III Background Information: (Attach additional pages if needed)

1. List your related experience and/or background to the position you are applying for:

Was on the Planning Commission 2006-2014. Chairperson 3 years

2. List any unrelated work history, educational background, and volunteer experience you may have:

Retired Psychologist - PhD, RN

Previously on: Public Art Comm,

Budget Comm,

Land Development Code Comm.

3. Briefly describe your interest in this position and what you hope to accomplish:

I am very familiar with Brookings Municipal Codes and enjoy being active in City Gov't,

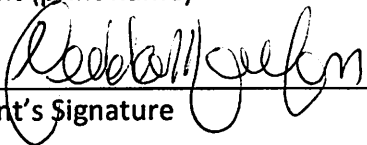
I hope that my experience and enthusiasm will benefit the Planning Comm,

PART IV Volunteer Agreement: *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Heobla Markham

Applicant (print name)



Applicant's Signature

6-19-17

Date

****Planning Commissioners holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGECE). You may view a sample form at [http://www.oregon.gov/ogec/docs/sei/sei-11 form sample only for website.pdf](http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf). Official forms provided by OGECE.**

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

Commission and Committee contact information:

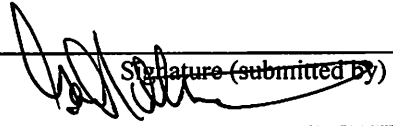
- Planning Commission: 541-469-1137 - mschexnayder@brookings.or.us
- Budget Committee: 541-469-1123 - jhoward@brookings.or.us
- Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 - lziemer@brookings.or.us

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Oregon Resources Research and Education Center

Recommended Motion:
Information only.

Financial Impact:
None.

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

Representatives of Oregon Resources Research and Education Center (ORREC), a non-profit organization based in Gold Beach, will make a presentation on their proposal to develop a science-oriented outdoor school experience for children grades 5-7 at a 23.7-acre natural laboratory for applied research in Curry County.

Information concerning the project/program is attached. No action has been requested.

Attachment(s):

- a. Overview of ORREC.



Oregon Resources Research and Education Center

4235 Moore Street, STE 127
Gold Beach, OR 97444
O (541) 425-5488
F (541) 425-5288
E- Ryan@ORREC.ORG
www.ORREC.org

Our Vision

*We are building tomorrow through collective partnerships
in Science, Education, Industry and Community*

Mission:

Oregon Resources Research and Education Center's (ORREC) educational mission is to inform children in grades 5-12 and the public of all ages and backgrounds on the importance of and vocational opportunities in sustainable management and utilization of local natural resources from ridgeline to near-ocean environments.

How will we accomplish our mission?

ORREC will build Fort Euchre as an overnight, immersive STEM Outdoor Camp for K-12 students specializing in the study of sustainable use of the natural resource utilizing STEM skills. The camp will also be available for professional development opportunities for visiting researchers, scientists, industry professionals, and educators for a fee. We will also market the camp to the public for exposition events, conventions, and trainings. The fees from the non-K12 educational rentals will allow K-12 students to utilize Fort Euchre at **NO COST**. Leases will require researchers and others to share their work with our students by partnering with graduate student Teachers who would adapt it to our educational platforms.

Specifics in a nut shell:

- 1) **Provide an overnight, immersive STEM Outdoor school experience for grades 5-7th grades with High School Mentor/Camp Counselors, University/College Student teachers all utilizing educational platforms:**
 - *LabVenture
 - *Vital Signs
(labventure.gmri.org and Vitalsigns.gmri.org)
- 2) **Provide an exceptional 23.7 acre natural laboratory for applied research and study of the natural southern coastal forested and near ocean environments:**
 - Unique part of the country with very high concentration of watersheds from uplands to nearshore ocean environment.
 - Unprecedented southern Oregon coastal ecology, the variety of wildlife, and emergent coastal geology.
 - On-site fish-bearing riparian area with over one-quarter mile of creek frontage.
 - On-site five-acre coastal temperate mixed-species rainforest.
 - Walking distance to tidal estuary on accessible public land.
 - 3 Learning Labs, 1 Projection Dome, 9 Bunk housing with loft yurts.
 - Lavatory facilities with restrooms and showers, commercial kitchen facility, covered patio with BBQ.
 - 3 full hook-up RV sites for use during data collection or site management.
 - Helicopter pad for use by researchers, emergency services, EMS training, and tours.
- 3) **Provide State-of-the-Art research facilities including:**
 - Modern laboratory and office space.
 - Utility infrastructure including protected power, propane outlets, high-speed internet.
- 4) **Recreational opportunities:**
 - Fishing.
 - Kayaking.
 - Hiking.
 - Surfing.
 - Biking.
 - Horseback riding

We look forward to hearing from you,

M. Kathleen "Kitty" Root-Barlow
Executive Director



ORREC Building tomorrow through collective partnerships in
Science, Education, Industry, and Community

Fall 2017

Bees Butterflies and Fish

ORREC is currently planning to hold field trips on its Fort Euchre property in September 2017. Our goal is to get multiple educators from both Coos and Curry County to participate in the education opportunity.

Local School Involvement

ORREC is in the planning stages to partner with all Science, Biology, Environmental Technology, and Natural Resource teachers in Coos and Curry Counties to have the opportunity to join in, Record, and interview during class exercises for social media and our own teaching program.

Work Study Student

ORREC is currently organizing a work study student program for high school students to have the opportunity to learn and work in its office to gain both life and academic skills.

Military Involvement

ORREC is putting together a proposal for the Oregon Army National Guard to participate in the building of Fort Euchre as well as to give them the opportunity to learn about ORREC first hand.

Sports Sponsorship

ORREC plans to start Sponsoring local sports teams in the 2017-2018 school year as a part of our community involvement program



Lab Ventures And Vital Signs

ORREC's previous Board President, Frank Burris, had introduced the concept of utilizing educational platforms similar to ones in of Maine known as LabVenture and Vital Signs offered at the Gulf of Maine Research Institute (GMRI.org). The two platforms were developed by Alan Lishness of Parabolica Designs and Dana Hutchins of Xfinity Image Works to address the lagging STEM scores of their K-12 students. After reviewing the work that GMRI, Alan, and Dana had done and the success in raising the science literacy scores throughout their state as a result, ORREC decided to retain both Alan and Dana to help build the same programs for ORREC's K-12 populations.

These platforms embody the five Environmental Literacy Strands of Oregon's Environmental Literacy Plan:

1. Understand the physical and biological world, and our interdependent relationship with it
2. Understand and apply systems thinking concepts and tools
3. Understand one's relationship to the local, regional, national and global community
4. Investigate options for, plan, and create a sustainable future
5. Understand and achieve personal and civic responsibility.

This immersive experience challenges students to collaboratively solve problems, collect data, reason with evidence, hone their ideas, and reflect on what they have learned. They work on real research questions that our scientists are looking into – questions we don't yet know the answers to.



In Maine GMRI designed *Vital Signs* to let anyone, regardless of prior science training or knowledge, participate in a research project of immediate significance to their state and learn science by doing it. The challenge was to explore:

- What is an invasive species and which ones do we have in Maine?
- Where are there invasive species in Maine?
- Where aren't there invasive species?
- What native species and habitats are threatened by invaders?

By bringing students and citizen scientists into collaboration with scientists and resource managers to answer real research questions, *Vital Signs* created a relevant, engaging learning environment in which students are contributing valuable information while developing critical thinking, problem solving, collaboration, and communication – skills that will serve them throughout their lives. *ORREC will use both programs to teach our community thanks to the cooperation of GMRI.*



Fort Euchre

Fort Euchre sits on 23.7 acres of beautiful southern Oregon land, we will utilize the natural resources provided in our area to sustain our facility.

Monument

Our camp's entry monument will be designed and built by a local artist. ORREC will be accepting proposals from interested Southern Oregon Artist beginning July 1, 2017.

Road/Helipad

Fort Euchre's road and helipad will be built by Southern Oregon contractors RFP's will be solicited beginning in September 2017.

Community Projection and Meeting Dome

The main building on site will be a 1,520 sq.ft projection dome standing with a 22ft Ceiling from Pacific Domes. ORREC will be able to hold 217 people standing or 140 people in rowed seating. The use of this projection dome gives us the ability to make learning fun and visual for people of all ages. Videos at- <http://pacificdomes.com/domes-media-gallery/videos/>.

Learning Labs

ORREC's learning labs will be three wagon shaped labs from Pacific Dome.

Lavatory Facility

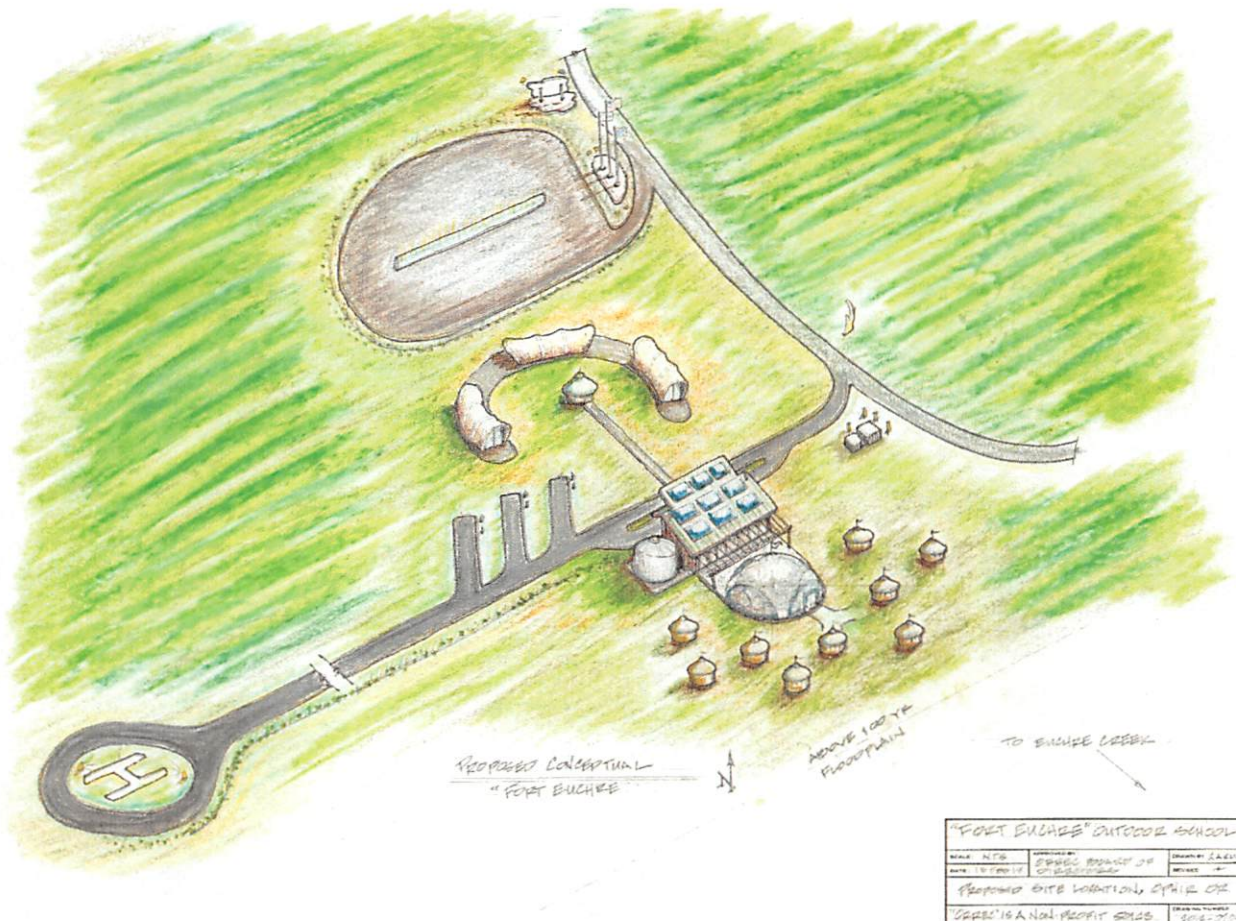
Our lavatory facility will be equipped with an industrial kitchen, two restrooms with shower and hygiene areas, a utility chase, and an RV clean out station off the rear of the facility. Water will be supplied to our lavatory facility with three 5,000 Gallon cisterns purchased from our local [Gold Beach Lumber](#).

Sleeping Quarters

The on-site sleeping quarters will be 16ft yurts. We will have nine yurts and capacity to hold eleven sleepers per yurt. Each yurt will have a base that sleeps ten with a loft for the mentor.

Tech Building

The tech building will hold the technical brain of this camp with top notch equipment to provide the best learning environment possible.



Committees

Education Committee

- Roy Durfee-Chair
- Dawn Granger-Co Chair
- Sean Gallagher, Superintendent Brookings/Harbor
- Tenneal Wetherby, Superintendent SCESD
- Michael Lasher, Superintendent Douglas ESD
- Catherine Dunne, Oregon Coast Preserves Steward, The Nature Conservancy
- Alexa Carlton, Outreach Coordinator, Coos Watershed Association
- Dana Hutchins, Image Works, Portland, ME
- Alan Lishness, Parabolica Designs, Portland, ME

Finance Committee

- Tim Tuttle, Chair
- David Brock Smith
- Kitty Bunten

Development Committee

- Summer Matteson-Kinney, Chair
- Chip Weinert
- Christina Hadley
- Ryan Hanners

Facility Design Committee

- Pat Bunten, Gazu Designs
- Paul Smith, Residential Inspections

ORREC Partners

- South Coast Educational Service District
- Douglas County Educational Service District
- Oregon Coast Community Action
- The Coastal STEM Hub
- Regional Solutions/Business Oregon
- Coos Watershed Association
- Ophir Fire District
- Gulf of Maine Research Institute
- Nature Conservancy, Lincoln County
- Musser/Olson Accounting Firm
- Board of Commissioners, Curry County
- Mainbrace Technologies, Inc.

K-12 Districts

- Port Orford CJ2
- Central Curry 1
- Brookings/Harbor 17C

Individuals

- Stacia Fletcher, Director, Oregon Coast Stem Hub, Newport, OR
- Jaimee Belzer, University Center Programs & Academic Advising, SWOCC Coos Bay, OR
- Trish Price, Internships/Job Placement Coordinator, SWOCC Coos Bay, OR
- David Brock Smith, State Representative, State of Oregon, Port Orford, OR
- Jeff Kruse, State Senator, State of Oregon,
- Taya Noland, Early Learning Program, ORCCA, Coos Bay, OR
- Mike Lehman, Director, ORCCA Coos Bay, OR
- Tracy Crews, Marine Education Manager, Hatfield Marine Science Center, OSU, Newport, OR
- Ruth McDonald, Community Curriculum Resource Liaison, Lincoln County School District, Newport, OR
- Brenda McCowen, PhD, Population Health & Reproduction Sciences, UC Davis, Lodi, CA
- Edward Atwill, PhD, Director, Veterinary Medicine Extension, UC Davis, Lodi, CA
- Mike Ritchey, Director Development, UO Office of Gift Planning, Eugene, OR

Future Partners

We are presenting to the following school districts, Rotaries, and Soroptimist organizations this summer and anticipate the same eager support we have received from everyone thus far:

- Coos Bay SD 9
- North Bend SD 13
- Bandon CJ54
- Coos Bay Rotary
- North Bend Rotary
- Brookings Rotary
- Coos Bay/North Bend Chapter, Soroptimist International
- Brookings/Harbor Chapter, Soroptimist International
- Coos Bay City Council
- North Bend City Council
- Brookings City Council
- Gold Beach City Council
- Bandon City Council
- Coastal Caucus, Oregon State Legislature
- South Coast Lumber, Brookings, OR



ORREC Board of Directors

PRESIDENT:



Summer Matteson-Kinney

Board President Summer Matteson-Kinney has worked for Curry County government since 2014. She has been directly responsible for community development, business development, economic development, and public relations contact for the Board of Commissioners. She has provided grant management services for a number of non-profits in the Curry County area and is very knowledgeable on compliance requirements within the granting framework. Summer recently left the Board of Commissioner's offices for an opportunity to work in the Juvenile Justice offices in Curry County. As a parent of two children in the Curry County school system, Summer, is very dedicated to ensuring that the children of Oregon's south Coast and northern California get the opportunities they need to succeed.

Vice President & Chief Financial Advisor:



Thomas "Tim" Tuttle

Board Vice President Thomas "Tim" Tuttle, CFA, is *ORREC's* key financial advisor with more than four decades of successful experience in the investment industry. He is dedicated to the concept and future function of *ORREC* as it strives to address the needs of reviving society's knowledge, development, and use of critical thinking. "*ORREC* is a unique opportunity for private citizens to stimulate forestry research as well as supplement scientific educational resources for the public schools in Curry and Coos Counties," Tim said.

SECRETARY:

Dawn Rea Granger

Board Secretary Dawn Rea Granger is an experienced educator and educational administrator with an undergraduate degree in Biology and a Master's degree in Educational Leadership. Dawn has worked in the K-12 educational systems of California and Oregon since 1995 as a Science Teacher and as an Administrator. Her experience spans both traditional and alternative learning environments. Dawn is intimately aware of the challenges the students of Oregon and California face with regards to access to high quality, inclusive alternative learning environments. Her dedication to the development of Fort Euchre and the Lab Venture and Vital Signs educational platforms is directly related to her experiences in "the trenches" of the formal education systems. Dawn currently works for the South Coast STEM Hub as a coordinator for the south coast and for South Coast ESD as their Grants and Data Manager.

MEMBER AT LARGE:



Roy Durfee

Roy Durfee is the Superintendent of Central Curry District 1 and has been in school administration since 1995. Prior to moving into management Roy was responsible for teaching a four-year curriculum in Agriculture science and technology including Animal Science, Crop Science, horticulture, welding and woodworking classes, public speaking and FFA Advisor. Roy has also acted as the school-to-work coordinator in and is a strong supporter of vocational education. Roy chairs our Educational Committee which is tasked with working with the consultants, Alan Lishness of Parabolica Design and Dana Hutchins of XhibitNet the designers of Lab Venture and Vital Signs, to ensure that *ORREC* provides its students with the best educational platforms and vocational learning opportunities available.

ORREC Board of Directors

MEMBER AT LARGE:



John "Chip" Weinert

John "Chip" Weinert has been a business professional for many years and is versed in both public and private sector development, for profit and non-profit structures, and has worked within the County government as an administrative aid to the County Commissioners. Chip has been directly involved in the development of several fundraising projects such as the Oregon Coast Cycling Festival and others. Chip has utilized his degree in communication as a Development Coordinator for Wildlife Images, Executive Director of the Gold Beach Chamber of Commerce, and Managing editor of Wind Tracks Magazine. Chip is the Chair of our Development Committee and is responsible for the public relations and marketing oversight for *ORREC*.

MEMBER AT LARGE:



S. Paul Smith

S. Paul Smith brings decades of experience in construction projects and with the logging and commercial fishing industries. His background with natural resources is key to *ORREC*'s research initiatives and his construction knowledge is critical to the design and building of *ORREC*'s Interpretive Center. Paul said, "The United States is dangerously close to losing its competitive edge in science based engineering. We must encourage local, state and regional efforts to promote science-based research and development. *ORREC* is a fine example of this effort."

ORREC Staff

EXECUTIVE DIRECTOR:



Kathleen "Kitty" Root-Bunten

Kathleen "Kitty" Root-Bunten holds a Master of Science in Clinical Mental Health with certification in Holistic Nutrition and is a licensed substitute teacher. Kitty is a dynamic and energetic leader that brings passion and extensive professional experience to her position as the ED for *ORREC* and the person charged with spearheading the Fort Euchre project. She is a fearless advocate for children and education that has real impact. Her out-of-the-box approach to life gives her the ability to easily work in multi- or homogeneous cultural environments with varied economic opportunities. Kitty's two favorite American Cultural quotes easily sum up her perspective:

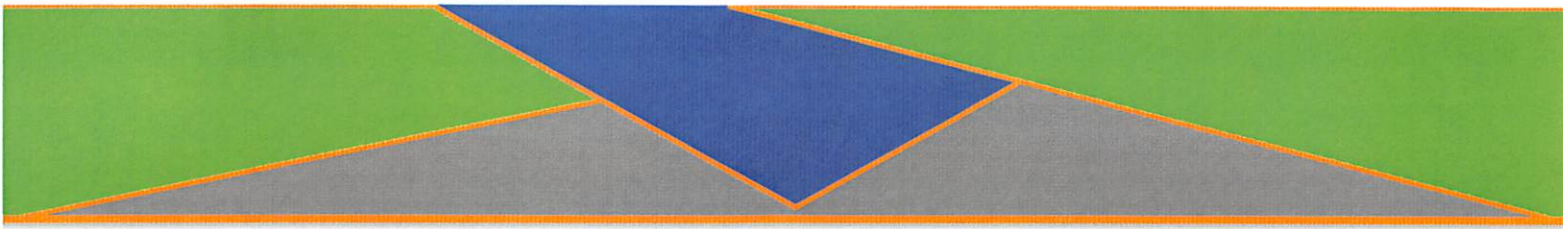
"I like to believe that there are always possibilities" - Admiral James T. Kirk in the film *"The Wrath of Kahn"*
"A man's mind, stretched to a new idea, never goes back to its original dimensions." - Oliver Wendall Holmes

EXECUTIVE ASSISTANT TO THE DIRECTOR and BOARD LIAISON:



Ryan Hanners

Ryan Hanners joined *ORREC* in late May of this year to provide support in community development working alongside the director to coordinate strategy development and implementation. Ryan's service as an Armorer/Supply Sergeant, in the US Army Guard and as a Fire Fighter in the capacity of Lead Engine Operator for Coos Forest Patrol provided him with skills in supervision, logistics, and governmental relationships that are key to *ORREC*'s mission and vision. As a father of a Kalmiopsis Elementary student, Ryan, is very dedicated and passionate about the opportunities the future could hold for his son's success.



We Thank You For Your Donation

ORREC is a community based nonprofit organization. Donations are the lifeblood of ORREC. In addition to bringing in funds needed for educational programs, further fundraising expenses, overhead, and recruiting; donations prove to other funders the need for our project and the impact it can have on the children of our community. ORREC is recognized by the Internal Revenue Service as a 501© (3) nonprofit charitable organization. Your donation may be eligible as a tax donation. Consult your tax professional.

Please help ORREC grow and help the children of tomorrow by donating today.



YES! I want to join my neighbors in support of efforts to improve education for our children and help to find sustainable ways to put people back to work in our forest and our Community.

Please accept my
Tax-deductible donation of:

- ☐ \$5
- ☐ \$25
- ☐ \$100
- ☐ \$250
- ☐ \$500
- ☐ Other Amount \$ _____

Name: _____

Address: _____

Phone: _____

E-Mail: _____

↓ Mail donations to: ↓

Oregon Resources Research and Education Center



94235 Moore Street. STE 127

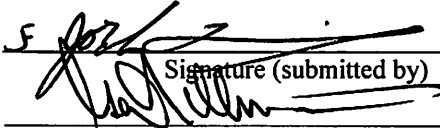
Gold Beach, OR 97444

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date:

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject:

Oregon Water/Wastewater Agency Response Network (ORWARN)

Recommended Motion:

Authorize the City Manager to execute the Mutual Aid and Assistance agreement, authorize Staff to apply for the City of Brookings to be a member of ORWARN, and authorize the City Manager to develop and provide resource list to ORWARN.

Financial Impact:

Membership to ORWARN does not have any fees or require any monetary obligation. However, staff time will be required to train in the proper procedures for activating mutual aid through the ORWARN system. Staff time will also be required to generate a list of resources the City will make available for mutual aid.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

ORWARN is a statewide mutual aid agreement specifically designed to help water and wastewater utilities stabilize and expedite recovery of necessary functions after a catastrophic event. It consists of 125 organizations including cities, utilities, districts, and authorities many of which, are our neighbors. The premise of the statewide network is to have a pre-disaster agreement with other specialized members, which would allow for the immediate and timely execution of assistance before, during, or after an event. Being a member of ORWARN has a huge number of benefits without bearing any negative impact upon its association. For instance, in the event that the City suffers from a sinkhole that renders a piece of the water treatment plant unusable. An organization with a similar treatment plant within ORWARN could be contacted immediately for emergency parts, labor, and advice. No general contractor in the area currently has that level of capability. Instead of potentially waiting weeks for help, the City could expedite the process and get its customers back online. The WARN system is ubiquitous throughout the country and has been proven to be a highly effective and efficient means of requesting help when it is needed the most.

How it works:

The City of Brookings along with the other 125 member organizations create a list of all of the resources they are willing to commit to a disaster when called upon. This list includes details regarding type of resource, cost to use the resource, and terms to which the resource will be made available. In the event that a member organization requests a Brookings resource, the City may either commit said resource or deny the request for any reason. Under no circumstance will

the City be required to commit a requested resource. The ORWARN mutual aid and assistance agreement is an at-will document.

In a small localized event, the City of Brookings would contact specific members of ORWARN and request assistance directly. In a large scale incident, like an earthquake, ORWARN will setup a board of directors who can insert themselves into an emergency operations center or multi-agency coordination system and help find resources or help make a request for the City of Brookings. In this manner, ORWARN is compliant with NIMS, the national incident management system, a requirement of the Oregon office of Emergency Management.

Benefits:

For zero dollars, the City of Brookings gets access to expedited and pre-established assistance from other specialized organizations. With one single agreement, ORWARN membership established 124 mutual aid agreements with costs and contracts predetermined. Membership can help the city be more independent, cut out the federal red-tape, and foster a greater sense of community. Further, this agreement is a proactive step towards resiliency in the face of an insurmountable cataclysm.

Attachment(s):

- A. Current list of ORWARN members
- B. Mutual Aid and Assistance Agreement
- C. ORWARN Bylaws
- D. ORWARN Mutual Aid/Assistance Operational Plan

ORWARN Members as of May 3, 2017

| No | Member | Date Joined |
|----|-----------------------------------|-------------|
| 1 | Boring Water District | 11/13/2007 |
| 2 | Brightwood Water Works | 11/26/2016 |
| 3 | Burlington Water District | 1/27/2016 |
| 4 | Canby Utility | 7/10/2013 |
| 5 | Cannon View Park Water | 5/22/2015 |
| 6 | City of Albany | 9/24/2008 |
| 7 | City of Ashland | 10/8/2008 |
| 8 | City of Astoria | 5/3/2017 |
| 9 | City of Baker City | 6/15/2011 |
| 10 | City of Bandon | 2/3/2010 |
| 11 | City of Banks | 11/14/2008 |
| 12 | City of Bay City | 12/9/2008 |
| 13 | City of Beaverton | 10/7/2008 |
| 14 | City of Bend | 3/21/2007 |
| 15 | City of Central Point | 5/19/2008 |
| 16 | City of Coburg | 11/19/2007 |
| 17 | City of Corvallis | 12/8/2009 |
| 18 | City of Cottage Grove | 7/26/2007 |
| 19 | City of Dallas | 4/13/2013 |
| 20 | City of Dayton | 7/7/2009 |
| 21 | City of Detroit | 6/16/2007 |
| 22 | City of Dundee | 3/24/2009 |
| 23 | City of Estacada | 6/7/2010 |
| 24 | City of Eugene | 6/11/2008 |
| 25 | City of Fairview | 10/7/2008 |
| 26 | City of Florence | 6/5/2007 |
| 27 | City of Forest Grove | 6/29/2014 |
| 28 | City of Garibaldi | 6/19/2008 |
| 29 | City of Gates | 3/15/2007 |
| 30 | City of Gladstone | 12/11/2009 |
| 31 | City of Glendale | 10/29/2008 |
| 32 | City of Gold Beach | 11/19/2010 |
| 33 | City of Grants Pass | 6/4/2008 |
| 34 | City of Gresham | 6/20/2007 |
| 35 | City of Harrisburg | 1/20/2015 |
| 36 | City of Hillsboro | 4/18/2007 |
| 37 | City of Idanah | 5/23/2008 |
| 38 | City of Independence Public Works | 11/14/2008 |
| 39 | City of Keizer | 8/8/2007 |
| 40 | City of Klamath Falls | 2/20/2008 |
| 41 | City of Lake Oswego | 9/3/2009 |
| 42 | City of Manzanita | 1/15/2008 |
| 43 | City of McMinnville | 5/15/2015 |
| 44 | City of Mill City | 8/12/2008 |

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| 45 | City of Molalla | 11/5/2008 |
| 46 | City of Monmouth | 10/14/2008 |
| 47 | City of Newberg | 7/24/2008 |
| 48 | City of North Plains | 4/7/2008 |
| 49 | City of Oregon City Public Works - Operations | 9/26/2007 |
| 50 | City of Pendleton | 6/10/2008 |
| 51 | City of Philomath | 11/5/2008 |
| 52 | City of Port Orford | 9/30/2010 |
| 53 | City of Portland Environmental Services | 6/8/2007 |
| 54 | City of Portland Water Bureau | 6/6/2007 |
| 55 | City of Redmond | 9/13/2011 |
| 56 | City of St Helens | 4/1/2015 |
| 57 | City of Salem | 3/28/2007 |
| 58 | City of Sandy | 2/28/2010 |
| 59 | City of Seaside | 4/14/2015 |
| 60 | City of Scappose | 4/3/2016 |
| 61 | City of Sheridan | 8/28/2014 |
| 62 | City of Sherwood | 9/25/2007 |
| 63 | City of Silverton | 11/5/2007 |
| 64 | City of Springfield | 3/7/2009 |
| 65 | City of Sweet Home | 5/11/2010 |
| 66 | City of The Dalles | 10/21/2009 |
| 67 | City of Tigard | 8/15/2007 |
| 68 | City of Tillamook | 4/3/2015 |
| 69 | City of Toledo | 11/27/2007 |
| 70 | City of Troutdale | 10/29/2008 |
| 71 | City of Tualatin | 8/1/2007 |
| 72 | City of Turner | 6/14/2007 |
| 73 | City of Veneta | 5/27/2008 |
| 74 | City of Waldport | 9/29/2010 |
| 75 | City of West Linn | 3/9/2009 |
| 76 | City of Wilsonville | 1/10/2008 |
| 77 | City of Wood Village | 10/9/2009 |
| 78 | City of Yachats | 12/23/2008 |
| 79 | City of Yamhill | 9/14/2016 |
| 80 | Clackamas County Water Environment Services | 10/3/2007 |
| 81 | Clackamas River Water | 6/20/2007 |
| 82 | Clean Water Services | 4/30/2009 |
| 83 | Corbett Water District | 11/17/2010 |
| 84 | Crescent Water Association | 10/17/2007 |
| 85 | Eugene Water & Electric Board | 5/17/2007 |
| 86 | Government Camp Sanitary District | 5/11/2015 |
| 87 | Joint Water Commission | 4/14/2008 |
| 88 | Lady Creek Water System | 8/8/2016 |
| 89 | Lane County Environmental Health - Drinking Water Program | 5/28/2014 |
| 90 | Langolis Water District | 9/6/2011 |
| 91 | LA Water Co-Op | 8/25/2011 |
| 92 | Lusted Water District | 10/10/2007 |
| 93 | Metropolitan Wastewater Management Commission | 1/31/2008 |
| 94 | Mulino Water District #1 | 7/18/2007 |
| 95 | Multnomah County Drainage District #1 | 4/26/2007 |
| 96 | Nehalem Bay Wastewater | 4/11/2017 |

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| 97 | North Clackamas County Water Commission | 10/14/2009 |
| 98 | Oak Lodge Sanitary District | 4/28/2010 |
| 99 | Oak Lodge Water District | 5/22/2007 |
| 100 | Rainbow Water District | 8/8/2007 |
| 101 | Raleigh Water District | 6/15/2011 |
| 102 | Rhododendren Water Association | 4/23/2015 |
| 103 | Rivergrove Water District | 7/18/2007 |
| 104 | Roberts Creek Water District | 5/16/2016 |
| 105 | Rockwood Water Peoples Utility District | 8/23/2007 |
| 106 | Roseburg Urban Sanitary Authority | 12/12/2012 |
| 107 | Rogue Valley Sewer Services | 7/3/2007 |
| 108 | Row River Valley Water District | 5/20/2013 |
| 109 | Seal Rock Water District | 11/15/2007 |
| 110 | South Fork Water Board | 8/9/2007 |
| 111 | Southwood Park Water District | 5/24/2011 |
| 112 | Springfield Utility Board | 6/18/2007 |
| 113 | Suburban East Salem Water District | 11/19/2007 |
| 114 | Sunrise Water Authority | 8/30/2007 |
| 115 | Tillamook County Creamery Association | 8/29/2008 |
| 116 | Tillamook County Public Works | 9/15/2008 |
| 117 | Timberline Rim Water Company | 7/27/2015 |
| 118 | Tone Water District | 2/24/2014 |
| 119 | Tualatin Valley Water District | 4/4/2007 |
| 120 | Valley View Water District | 6/13/2007 |
| 121 | Warren Water District | 4/14/2009 |
| 122 | Watseco-Barview Water District | 8/13/2008 |
| 123 | West Slope Water District | 10/19/2007 |
| 124 | Westport Sewer Service District of Clatsop County | 7/8/2008 |
| 125 | Wolsborn Farms Water District | 3/31/2009 |
| | | |
| | Associate Members | |
| 1 | Alster Communications LLC | 7/15/2008 |
| 2 | American Leak Detection | 10/17/2008 |
| 3 | Apollo, Inc | 8/30/2012 |
| 4 | Clackamas River Water Providers | 9/15/2011 |
| 5 | CUES Northwest Service & Support | 11/1/2011 |
| 6 | Halton/Cat | 5/28/2008 |
| 7 | Hood River County Health Department | 1/30/2012 |
| 8 | James Carter | 10/21/2010 |
| 9 | Thomas Merrell Environmental Services | 5/22/2015 |
| 10 | Multnomah County | 8/1/2011 |
| 11 | Oregon Association of Water Utilities | 9/3/2008 |
| 12 | Oregon State Drinking Water Program | 3/16/2011 |
| 13 | Sherman Williams Company | 10/6/2008 |
| 14 | Xylem Dewatering Solutions | 11/14/2011 |

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES

This Mutual Aid and Assistance Agreement ("Agreement") establishes a Mutual Aid Assistance Program among signatories to this Agreement, and contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program.

AGREEMENT

This Agreement is entered into by the Members that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program through the Oregon Water/Wastewater Agency Response Network (ORWARN). Associate Members may also become affiliated with ORWARN by executing this Agreement. A list of all Members and Associate members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Members hereby establish a Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members may, in their discretion, coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Associate Members Any public or private entity that desires to be affiliated with ORWARN may become an Associate Member. Associate Members may attend board meetings, attend general membership meetings, attend training exercises, receive general information regarding the organization and participate in other activities deemed appropriate by the Governing Board. Associate Members may not request assistance or respond to a request for assistance under the Agreement. Further, Associate Members may not vote and

are ineligible to serve on the Governing board.

B. Authorized Official Employees or officers of a Member that are authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this Agreement.

C. Confidential Information Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.

D. Emergency Any human caused or natural event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be believed to be beyond the control of the services, personnel, equipment, and facilities of a Member.

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement.

F. National Incident Management System (NIMS) A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. Non-Responding Member A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

H. Period of Assistance A period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the Responding Member no longer supplies personnel, equipment, supplies or services to the Requesting Member.

I. Requesting Member A Member that requests assistance under the Mutual Aid and Assistance Program.

J. Responding Member A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

ARTICLE III. **ADMINISTRATION**

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Associate Members are ineligible to vote and may not serve on the Governing Board.

B. The Governing Board shall consist of 5 Members. The Governing Board will elect the following officers: a Chair; a Vice Chair; and a Secretary. The term of all board members shall be 2 years, except that in the first year the Agreement is in effect, the term of the Vice Chair and other board members shall be 1 year. A quorum shall be a majority of the Members of the Governing Board.

C. The Governing Board shall meet at least twice each year, at a meeting place designated by the Governing Board. The Governing Board may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. The Governing Board shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; develop specific procedures and protocol for requesting assistance; develop specific procedures and protocol for responding to a request for assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.

ARTICLE IV. **REQUESTS FOR ASSISTANCE**

A. Member Responsibility: Members shall designate Authorized Official(s); provide contact information including emergency 24-hour contact information; and maintain resource information made available by the utility for mutual aid and assistance response. Such information shall be updated annually or when changes occur and provided to the Governing Board.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for

personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

B. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, in its sole discretion, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond to the request, and the availability of resources to be used in any such response. All Authorized Official's decisions on the availability of resources shall be final unless overridden by the Member's governing body.

ARTICLE V.

RESPONDING MEMBER PERSONNEL

A. National Incident Management System: When providing assistance under this Agreement, the Requesting Member and Responding Member will use the organizational principles set forth in the National Incident Management System.

B. Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

C. Food and Shelter: When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member does not provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. Except as provided for below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains

responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Responding Member(s) shall have no liability from a decision to withdraw. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VI

COST REIMBURSEMENT

A. Cost Reimbursement: Unless otherwise mutually agreed by the Requesting Member and the Responding Member, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

B. Personnel Costs: Responding Member personnel costs shall be the amount to be paid for work performed by the Responding Member's personnel during a Period of Assistance under the terms and conditions of the Responding Member's individual employment contracts with such personnel. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance. Requesting Member reimbursement to the Responding Member shall include all personnel costs incurred by the Responding Member, including, but not limited to, salaries or hourly wages, costs for fringe benefits, and indirect costs.

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All

equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances. Generally, rates for equipment use will be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event loaned equipment is damaged while being dispatched to Requesting Member, or while used during a Period of Assistance, and such damage is not due to negligence or intentional acts of the Responding Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing such damaged equipment. If the damaged equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such damaged equipment with equipment that is of equivalent age, condition and of at least equal capability. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

D. Costs of Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for Responding Member's use of expendable or non-returnable supplies during the Period of Assistance. The Responding Member must not charge direct fees or rental charges to the Requesting Member for supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies or non-returnable for purposes of cost reimbursement.

E. Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member in providing assistance under this Agreement, not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records: Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VII. DISPUTES

If a dispute arises between Members under this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally by filing an action in a court of competent jurisdiction.

Step One: The disputing Members shall authorize a person ("Authorized Official") to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed the disputing Members' Authorized Official and ratified by each governing body, if required. Step One will be completed when notice is delivered in writing to all disputing Members.

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members shall submit the matter to mediation. The disputing Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members will mutually agree on a mediator from the list provided. If the disputing Members cannot mutually agree upon a mediator, the disputing Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon

court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

ARTICLE VIII.
DUTY OF REQUESTING MEMBERS TO INDEMNIFY

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, the Requesting Member shall assume the defense of, fully indemnify, save and hold harmless, all Members, and their board, directors, commissioners, officers, agents and employees, from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from any Responding Member's act or omission during a specified Period of Assistance, except for claims arising out of the willful misconduct or gross negligence of a Responding Member, its board, directors, commissioners, officers, agents and employees.

ARTICLE IX.
SIGNATORY INDEMNIFICATION

To the extent not addressed in Article VIII, and subject to the Oregon Constitution and limits imposed under the Oregon Tort Claims Act, a Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members and Associate Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

Each Responding Member shall provide worker's compensation benefits and administering worker's compensation for its own personnel.

ARTICLE XI.
NOTICE

A Member or Associate Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members that may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII. INSURANCE

Members and Associate Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIII CONFIDENTIAL INFORMATION

To the extent provided by law, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIV. EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS

This Agreement shall be effective after two (2) or more entities' authorized representatives execute the Agreement. Membership shall become effective upon executing this Agreement. A list of all Members and Associate Members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE XV. TERM

Unless restricted by Oregon statutes, municipal Charters and corporate Charters, the term of this Agreement shall be for 5 years and shall be automatically renewed for additional terms of five years each, unless terminated by Majority vote of the Governing Board. Termination of this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, or for any other costs voluntarily incurred during the withdrawing Member's membership, which duty shall survive such

termination.

ARTICLE XVI. WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Governing Board. Withdrawal takes effect 60 days after the Governing Board receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII. MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual Members or Associate Members of the Agreement. Modifications (except Modifications to Article III and Article XVII) require a majority vote of the Members of the Governing Board (3) or a majority vote of the Members of this Agreement. Modifications to Article III and Article XVII require a majority vote of the Members to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members, except that the addition of a new Member or Associate Member becomes effective upon execution of this Agreement.

ARTICLE XVIII. NO THIRD PARTY BENEFICIARIES

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

ARTICLE XIX. WAIVER

No provision of this Agreement may be waived except in writing by the Member waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other

provision.

ARTICLE XX.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XXI.
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.

IN WITNESS WHEREOF, an authorized representative of a Member or Associate Member has duly executed this Mutual Aid and Assistance Agreement as of the date referenced below. An ORWARN representative will acknowledge receipt of the Mutual Aid and Assistance Agreement and return a copy to the Member or Associate Member.

MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

ASSOCIATE MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

Affiliation or Interest in water / wastewater industry _____

ORWARN ACKNOWLEDGMENT

By: _____

Date: _____

Title: _____

Print Name _____

Oregon Water/Wastewater Agency Response Network

ORWARN

BYLAWS

For

**Mutual Aid and Assistance Agreement For The Provision Of
Emergency Services Related To Water And Wastewater Utilities**

September 21, 2007
(Modified March 11, 2013)
(Last Modified February 25, 2015)

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| Article I - Name | 3 |
| Article II - Location | 3 |
| Article III - Purpose | 3 |
| Article IV - Membership | 3, 4 |
| Article V - Governing Board/Board of Directors | 4,5 |
| Article VI - Officers | 5 |
| Article VII - Duties | 5,6 |
| Article VIII - Committees | 6 |
| Article IX - Amendments to Bylaws | 6 |
| Article X - Indemnity of Officer and Directors | 7 |
| Article XI - Finance | 7 |
| Article XII - Relationship with Pacific Northwest Section | 7 |
| Article XIII - Conflict between Agreement and Bylaws | 8 |

BYLAWS

Oregon Water/Wastewater Agency Response Network

Article I. NAME

The name of the organization is the Oregon Water/Wastewater Agency Response Network hereafter referred to as ORWARN that was established by the Mutual Aid and Assistance Agreement for the Provision of Emergency Services Related to Water and Wastewater Utilities, (hereafter called the “Agreement”).

Article II. LOCATION

The ORWARN shall maintain in the state of Oregon a registered office and a registered agent located at the registered office shown below. The Governing Board/Board of Directors (“Board”) may, at any time, change the location of the registered office and the person designated as the registered agent. The organization may also have an office at such places as the Board may fix by resolution.

ORWARN
c/o Ken Schlegel
Clean Water Services
2550 Southwest Hillsboro Highway
Hillsboro, OR 97123

Article III. PURPOSE

The purpose of the ORWARN shall be to facilitate the activities of its Members and Associate Members in implementing the Agreement. The ORWARN may facilitate mutual aid and assistance among the Members, sponsor and conduct training activities and exercises for the Members and Associate Members, facilitate communication and coordination among the Members, Associate Members and relevant agencies, and conduct other activities of mutual benefit to the Members and Associate Members and any other activities authorized under the Agreement.

Article IV. MEMBERSHIP

The ORWARN is a membership organization. Membership shall become effective upon executing the Agreement.

Section 1. Eligibility. Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility is eligible to become a Member. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement.

Any public or private entity that desires to be affiliated with ORWARN may become an Associate Member. Associate Members may attend meetings, attend training exercises, receive general information regarding the organization and participate in other activities deemed appropriate by the Governing Board. Associate Members may not request assistance or respond to a request for assistance under the Agreement. Further, Associate Members may not vote and are ineligible to serve on the Governing board.

Section 2. Authorized Official. Each officially recognized Member should formally designate one delegate to the ORWARN with authority to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under the Agreement. Members must provide contact information for the Authorized Official to the Board and promptly notify the Board of any changes.

Section 3. Voting. Members should designate a voting delegate to the Board. Each Member is entitled to one vote. Voting by proxy shall not be allowed. Associate Members may not vote.

Section 4. Fee. There is no fee for Members or Associate Members.

Section 5. Withdrawal. A Member or Associate Member may withdraw from the Agreement by providing written notice of its intent to withdraw to the Board. Withdrawal takes effect 60 days after the Board receives notice.

Article V. GOVERNING BOARD/BOARD OF DIRECTORS

Section 1. Powers. The Board, shall exercise all the powers of the ORWARN. It shall control and manage all the business and affairs of the ORWARN in accordance with Article III of the Agreement.

Section 2. Nominations. A Nomination Committee, appointed by the Chair, consisting of two (2) members of the Board, shall draw up a slate of nominees for Board positions prior to the Annual Meeting. Additions to the slate can be made by a Member by submission of names to the Nominating Committee or by nomination from the floor at the Annual Meeting by a Member. The Chair, Vice Chair, Secretary and other Board members shall be elected by majority vote of the Members at the Annual Meeting.

Section 3. Number. The Board shall consist of seven (7) Members. The Chair, Vice Chair and Secretary are Board members and officers. The four other Board members shall not be officers, but are eligible to hold positions on any committee established by the Board, as appointed by the Chair. The four (4) other Board members, also known as "At-Large" Board members, shall hold positions that are numerically labeled one (1), two (2), three (3) and four (4) for purposes of tracking which positions are up for re-election. Officers are also eligible to hold positions on any committee established by the Board, as appointed by the Chair.

Section 4. Qualifications. Board members shall be Members as that term is defined in the Agreement and these Bylaws. They shall support the ORWARN's mission and Bylaws. Associate Members are ineligible to serve on the Board.

Section 5. Appointment. Board members serve at the pleasure of their respective utilities.

Section 6. Term. The term of all Board members shall be 2 years. The Chair, Secretary, and At-Large Board positions two (2) and four (4) shall have 2 year terms that expire in even years. The Vice Chair and At-Large positions one (1) and three (3) shall have 2 year terms that expire in odd years.

Section 7. Removal. Membership and voting privileges for any and all Board members may be revoked, with cause, at a meeting called for that purpose, by a unanimous vote of the remaining Board members. Board members may not be absent for three consecutive meetings without prior notification to the Board.

Section 8. Vacancies. Any vacancy on the Board shall be filled by delegation of a new representative from the respective Member, subject to Article VI of these Bylaws. If the Member declines or is unable to provide a new representative, the vacancy shall be filled by election at the next annual meeting. The Board may appoint an interim representative to serve until the vacancy can be filled by election. The filling of such vacancy shall be for the remaining term to which such vacancy relates.

Section 9. Regular Meetings. Regular meetings of the Board shall be held no less than twice per year at the time and place to be determined by the Board. Notice of all regular meetings of the Board describing the date, time, place and purpose of the meeting shall be given to each member of the Board personally, or by telephone, or by mail, or by electronic communication not less than seven (7) days prior to the meeting. All Board meetings shall be open to Members, Associate Members and the public. Robert's Rules of Order shall govern board meetings.

Section 10. Special Meetings. Special meetings of the Board shall be held at the time and place to be determined by the Board. Notice of special meetings of the Board describing the date, time, place, and purpose of the meeting shall be given to each Board member personally, or by telephone, or by mail, or by electronic communication not less than two (2) days prior to the meeting. Meetings regarding personnel matters will be considered confidential and closed to other than the involved parties.

Section 11. Meetings by Electronic Mail or Telecommunications. Electronic, telephone or telephonic communications may be used for any regular or special meeting of the Board as long as all Board members can be heard, read or seen by the other members.

Section 12. Quorum. A quorum for Board action shall consist of a majority of the Members of the Board.

Article VI. OFFICERS

The officers of the ORWARN shall be Chair, Vice Chair, Secretary and Treasurer. These officers shall perform the duties prescribed by these Bylaws and the Agreement under the parliamentary authority adopted by the ORWARN, and perform such other duties as the Board shall prescribe.

Article VII. DUTIES

Section 1. Chair. The Chair shall preside at all meetings and elections of the ORWARN and shall have the general supervisory and directional powers of the organization. The Chair shall set meeting agendas and perform other duties as imposed by the Board. The Chair shall be an ex-officio member of all committees.

Section 2. Vice Chair. The Vice Chair shall perform such duties as shall be assigned by the Board or by the Chair. The Vice Chair shall exercise the powers and perform the duties of the Chair in the absence or disability of the latter, or in case of a vacancy in the office of the Chair.

Section 3. Secretary. The Secretary shall provide for all required notices, attend all meetings and keep the minutes of all meetings. The Secretary shall maintain the corporate records, current and historical letters, correspondence, prepare and file timely accurate federal and state reports, as needed, and in general perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the Chair or by the Board. In the absence of the Chair and Vice Chair, the Secretary shall preside over meetings.

Section 4. Treasurer. The Treasurer shall maintain such accounts as necessary for ORWARN and shall provide financial reports to the Board. The Treasurer shall maintain current and historical accounts of deposits and disbursements of all income and expenditures, have charge and custody of and be responsible for all funds, receive and give receipts, and perform all duties incident to the office of Treasurer and as may be assigned from time to time by the Chair or by the Board of Directors. The Treasurer shall serve at the pleasure of the Board, and have no voting privilege, unless the appointed Treasurer is also an elected Board Member.

Article VIII. COMMITTEES

Section 1. Executive Committee. The Board shall have the power to make financial and budgetary decisions.

Section 2. Other Committees. The Board may establish other committees as it deems necessary and desirable. Such committees will be advisory committees to the Board. The Board recognizes the following permanent committees, but may establish other committees as it deems necessary:

1. Training and Exercise Committee.
2. Outreach and Membership Committee.
3. Website and Resource Committee.
4. Annual Meeting Committee.
5. Response Coordination Committee

The Chair of a committee shall be appointed by the Chair of the Governing Board.

Section 3. Composition of Committees Any committee shall be composed of one (1) or more Board members, appointed by majority vote of the Board, if a quorum is present. The Board shall appoint one (1) or more Members to the committees as it deems necessary by majority vote of the Board, if a quorum is present.

Section 4. Quorum and Action. A quorum at a Committee Meeting shall be a majority of all appointed Committee Members. If a quorum is present, action is taken by an affirmative vote of a majority of the Committee Members present.

Section 5. Limitations on the Powers of Committees. No Committee may authorize payment of any part of the income of the organization to its directors or officers; approve dissolution, merger or the sale, pledge or transfer substantially all of the organization's assets; elect, appoint or remove directors or fill vacancies on the Board or any of its committees; nor adopt, amend or repeal the Articles, Bylaws, or any resolution by the Board.

Article IX. AMENDMENTS TO BYLAWS

These Bylaws may be amended or repealed and new Bylaws adopted by the Board by a majority vote of all Board members present, if a quorum are present. Prior to the adoption of an amendment to the existing Bylaws or adoption of new Bylaws, each Board member shall be given at least five (5) days' notice of the date, time and place of the meeting at which the proposed changes are to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the existing Bylaws or adoption of new Bylaws. The notice shall also contain a copy of the proposed amendments or new Bylaws.

Article X. CORPORATE INDEMNITY OF OFFICERS AND DIRECTORS

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, ORWARN shall assume the defense of, fully indemnify, save and hold harmless, the officers and directors from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the officers or director's duties, actions, inaction, and position on the Board.

Article XI. FINANCE

Section 1. Fiscal Year. The fiscal year for the ORWARN shall commence on the first day of January and shall end on the thirty-first day of December.

Section 2. Loans. The ORWARN shall make no loans to its Officers or Directors. Further, no loans shall be contracted on behalf of the ORWARN, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board.

Section 3. Assessments. No fees shall be assessed against Members or Associate Members without a majority vote of the Board. All financing will be through voluntary contributions, fundraisers, gifts, grants from member councils, and outside public and private sources.

Section 4. Administration Costs. Costs to administer grants and other funding may be included as part of a grant application or other funding requests, if any.

Article XII. RELATIONSHIP WITH PNWS

ORWARN may be provided benefits and services by the Pacific Northwest Section of the American Water Works Association (PNWS). ORWARN shall be operated and managed at all times to comply with the terms and conditions of the Affiliation Agreement Between the American Water Works Association (AWWA) and the Pacific Northwest Section of the American Water Works Association and such other terms and conditions Pacific Northwest Section requires as a condition of providing benefits and services to ORWARN.

Article XIII. CONFLICT BETWEEN AGREEMENT AND BYLAWS

Any material conflict between the provisions of the Agreement on the one hand, and these bylaws on the other hand, shall be resolved by reference to and reliance upon the Agreement.

ADOPTED _____
Date

Chair

APPROVED:

Secretary

ORWARN

Mutual Aid/Assistance Operational Plan

Record of Changes Form

Changes to this document are expected due to lessons learned, updates to protocols, and/or modification to the ORWARN Agreement. Designated authors follow these procedures when making updates/changes to this Operational Plan:

1. Record updates/changes on the log below. (Add new pages as needed.)
2. The ORWARN Steering Committee approves updates to this Operational Plan and electronically advises all Member utilities and Associate Members when approved updates have been made and are available on the ORWARN Web site at www.ORWARN.org.
3. Member utilities replace old pages with current pages and destroy outdated material.

| Change Number | Date of Approval | Section #, Header and Page # | Brief Description of Change | Approved by |
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Table of Contents

| | |
|--|----|
| List of Tables and Figures | 4 |
| List of Acronyms | 5 |
| List of Definitions from the Mutual Aid/Assistance Agreement..... | 6 |
| Introduction..... | 1 |
| What is the Purpose of a ORWARN Mutual Aid/Assistance Operational Plan? | 2 |
| How is the ORWARN Operational Plan Organized? | 2 |
| Assumptions..... | 3 |
| SECTION 1: Pre-Emergency Responsibilities | 5 |
| SECTION 2: Training, Exercises, and Updates | 10 |
| Training | 10 |
| Exercises | 10 |
| Updating the ORWARN Operational Plan | 11 |
| SECTION 3: Concept of Operations | 13 |
| ORWARN Relation to Local and State Response | 13 |
| Response Considerations by Role..... | 15 |
| SECTION 4: ORWARN Activation..... | 20 |
| SECTION 5: Response Considerations | 23 |
| SECTION 6: ORWARN Response Coordination | 25 |
| Response Team Member Roles and Responsibilities | 25 |
| SECTION 7: ORWARN Communication Tools..... | 27 |
| SECTION 8: After Action Report and Improvement Plan..... | 28 |
| SECTION 9: Attachments | 30 |
| Attachment A: Requesting Utility Checklist | 31 |
| Attachment B: ORWARN Emergency Notification Form | 33 |
| Attachment C: ORWARN Request and Authorization Form..... | 34 |
| Attachment D: Cost Estimator Worksheet..... | 36 |
| Attachment E: Mutual Aid/Assistance Coordinator Checklist | 38 |
| Attachment F: Staging Area Manager Checklist | 44 |
| Attachment G: Daily Briefing Considerations..... | 47 |
| Attachment H: Responding Utility Checklist | 48 |
| Attachment I: ORWARN Response Team Member Checklist..... | 52 |
| Attachment J: ORWARN Request Summary Sheet | 56 |
| Attachment K: Activity Log | 57 |
| Attachment L: State Emergency Operations Center/ORWARN Response Coordination Site | 58 |
| Attachment M: AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual | 60 |

List of Tables and Figures

| | |
|---|----|
| Figure 1 – Member utilities follow the ORWARN Operational Plan to activate the ORWARN agreement | 1 |
| Table 1 – Sample Operational Plan: Content and Purpose by Section | 3 |
| Figure 2 – Elements of the ORWARN Organizational Structure | 5 |
| Figure 3 – Utility field response | 17 |
| Figure 4 – Utility IC reporting to utility management | 17 |
| Figure 5 – Utility “Agency Representative” reporting to IC and independent utility management | 18 |
| Figure 6 – Utility “Agency Representative” reporting as part of city/county government | 18 |
| Figure 7 – Utility activation of ORWARN Mutual Aid/Assistance process flow diagram | 21 |

List of Acronyms

AWWA

American Water Works Association

DOC

Department Operations Center

EMAC

Emergency Management Assistance Compact

EOC

Emergency Operations Center

ERP

Emergency Response Plan

ESF

Emergency Support Function

FEMA

Federal Emergency Management Agency

HSEEP

Homeland Security Exercise and Evaluation Program

HSPD

Homeland Security Presidential Directive

IAP

Incident Action Plan

IC

Incident Commander

ICS

Incident Command System

MAAOP

Mutual Aid/Assistance Operational Plan

NIMS

National Incident Management System

NRF

National Response Framework

ORWARN

Oregon Water/Wastewater Agency Response Network

PA Program

FEMA Public Assistance Program

U.S. DHS

U.S. Department of Homeland Security

U.S. EPA

U.S. Environmental Protection Agency

USACE

U.S. Army Corps of Engineers

List of Definitions from the Mutual Aid/Assistance Agreement

All definitions in the Operational Plan are consistent with the Sample Omnibus Water Wastewater Mutual Aid and Assistance Agreement.

Activation

Occurs when one Member utility calls another Member utility to discuss the exchange of resources.

Associate Member

Any non-utility participant, approved by the ORWARN Board, that provides a support role for the ORWARN program

Authorized Representative

An employee of a Member authorized by the Member's governing board or management to request assistance or offer assistance under the Agreement.

Confidential Information

Any document shared with any signatory to the ORWARN Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

Emergency

A natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a mutual aid/assistance program member.

Incident

In this document the term incident is used as a generic description for a planned event, a small incident, or major disaster.

Member

Any public or private water or wastewater utility that manifests intent to participate in the mutual aid/assistance program by executing the Agreement.

Mutual Aid

Mutual aid is the sending and receiving of personnel, equipment, and resources without the expectation of reimbursement. The Agreement may be executed under the same understanding if so agreed between both parties in writing prior to sending aid.

Mutual Assistance

While operationally consistent with mutual aid, mutual assistance is the provision of personnel, equipment and resources with the understanding that reimbursement is expected as described in the Agreement.

Non-Responding Member

A Member that does not provide assistance during a period of assistance under the mutual aid/assistance program.

Period of Assistance

A specified period of time during which a Responding Member assists a Requesting Member. The period begins when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified period of assistance may occur during response to or recovery from an emergency, as previously defined.

Requesting Member

A Member who requests assistance under the mutual aid/assistance program.

Responding Member

A Member that responds to a request for assistance under the mutual aid/assistance program.

National Incident Management System (NIMS)

A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

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Introduction

Mutual aid and assistance agreements such as the Oregon Water/Wastewater Agency Response Network (ORWARN) help local jurisdictions respond to incidents that require resources beyond the capability of a local utility. The ORWARN Agreement identifies the administration of the program, describes how to access mutual aid/assistance, specifies reimbursement procedures for the use of resources, and authorizes the creation of an ORWARN Mutual Aid/Assistance Operational Plan.

While the ORWARN Agreement is the legal instrument authorizing the exchange of resources, the ORWARN Mutual Aid/Assistance Operational Plan describes how to implement the Agreement. The ORWARN Mutual Aid/Assistance Operational Plan is the operational extension of the Agreement and outlines the procedures that need to be in place to make the ORWARN Agreement work. Other documents such as the FEMA Resource Typing and American Water Works Association (AWWA) Water & Wastewater Mutual Aid & Assistance Resource Typing Manual identify the type of teams and associated equipment that utilities may request to respond¹. All of these documents (the ORWARN agreement, Operational Plan, FEMA Resource Typing and AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual) inter-relate and support the mission to address local emergencies. As a result, other job aids may be developed to help direct the implementation of the Operational Plan.

Figure 1 shows how Member utilities activate the Agreement by following the Operational Plan and illustrates that Resource Typing is integral to requesting Mutual Aid/Assistance. Exercising the Operational Plan, Resource Typing, and other job aids ensure the functionality of the ORWARN system.

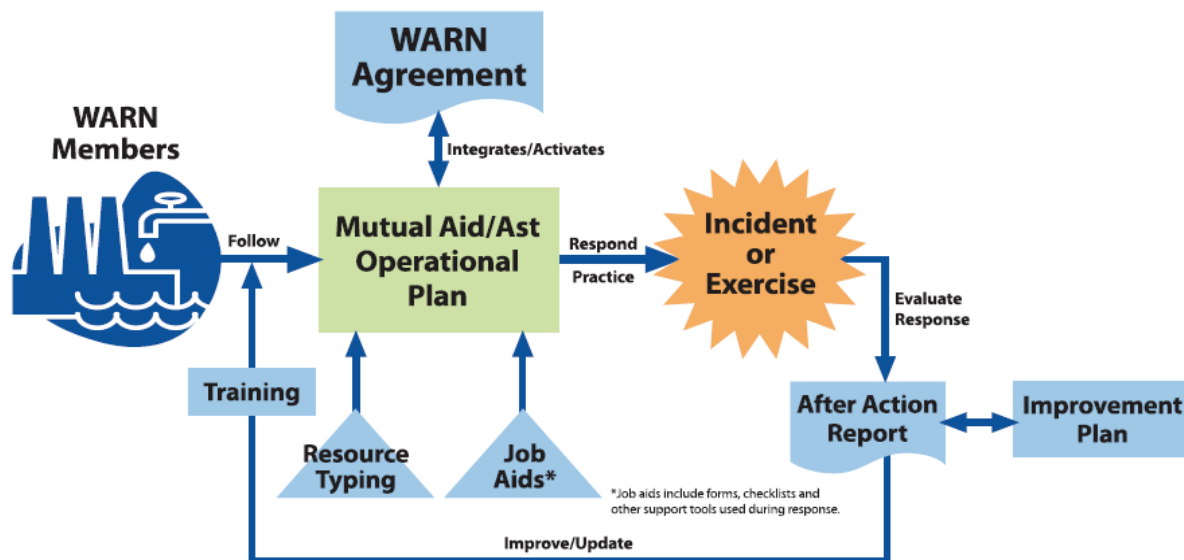


Figure 1: Member utilities follow the ORWARN Operational Plan to activate the ORWARN Agreement

¹ AWWA developed the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual to provide guidance to water and wastewater utilities when they request and provide mutual aid/assistance resources during and after an emergency. Resource typing is the categorization and description of response resources that are commonly exchanged in disasters through mutual aid/assistance agreements. For more information on resource typing, visit <http://www.fema.gov/emergency/nims/rm/rt.shtm>. The AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual is available at www.nationalORWARN.org.

The ORWARN Operational Plan describes how mutual aid/assistance for the water and wastewater sector may evolve. ORWARN membership includes utility Members who have signed the Mutual Aid Agreement. State drinking water primacy agency, state wastewater permitting authority, emergency management agencies, water and wastewater sector associations, and other interested associations, businesses, and individuals are associate Members. The ORWARN Board is responsible to share with and educate utility and associate Members on how to use the current or updated Operational Plan. It is the utility and associate Member's responsibility to integrate this Operational Plan into their respective emergency response or emergency operations plans. Descriptions of this Operational Plan and current and recommended training do not replace other regulated trainings, such as that required for hazardous materials response.

What is the Purpose of an ORWARN Mutual Aid/Assistance Operational Plan?

The ORWARN Mutual Aid/Assistance Operational Plan is designed to be an instructional guide describing the use of the ORWARN Agreement and the coordination of resource flow. It is not designed to be a command and control element outside of the emergency management system, rather a coordination tool within the emergency management system and specialized water and wastewater sector resources. The ORWARN Operational Plan facilitates the integration of Member utilities before, during, and after an incident, including those actions that occur prior to a formal emergency declaration. The ORWARN Operational Plan describes how to sustain operations throughout the emergency and into recovery. Specifically, the ORWARN Operational Plan:

- Describes pre-emergency responsibilities
- Describes training, exercises, and update procedures for the Operational Plan
- Provides a concept of emergency operations
- Provides a general set of procedures for activation of the ORWARN
- Provides a general set of procedures for mobilization of ORWARN Member utilities
- Provides a general set of procedures for ORWARN response coordination
- Describes documentation and forms for the ORWARN standard reporting formats
- Describes communications tools for ORWARN Member utilities
- Describes a general set of procedures for writing an after action report and improvement plan

A secondary purpose of the Operational Plan is to know, understand, and use the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing.

How is the ORWARN Operational Plan Organized?

The ORWARN Operational Plan is divided into eight sections and supporting attachments. The content and use of each are summarized in Table 1. Notably, Sections 4, 5, 6 and 7 (the shaded sections in the table) provide instructions for the ORWARN Member utilities during an emergency.

Table 1. Content and Purpose by Section

| Section | Content | For use by: | When it is used: |
|---------|---|---|--------------------------|
| 1. | ORWARN Pre-emergency Responsibilities and Structure | Staff responsible for administrative and preparedness activities | Pre-emergency |
| 2. | Training, Exercise, and Updates | Staff responsible for preparedness activities | Pre-emergency |
| 3. | Concept of Operations | Staff planning and establishing ORWARN operations prior to an emergency | Pre-emergency |
| 4. | ORWARN Activation | Member utilities requesting assistance and Member utilities responding to requests | During ORWARN activation |
| 5. | Response Considerations | Member utilities responding to requests | During ORWARN activation |
| 6. | ORWARN Response Coordination | ORWARN Response Team Members helping to coordinate the ORWARN Member's response during an emergency | During ORWARN activation |
| 7. | ORWARN Communication Tools | Member utilities requesting assistance and Member utilities responding to requests | During ORWARN activation |
| 8. | After Action Report and Improvement Plan | Staff responsible for post-incident activities | Post-emergency |
| 9. | Attachments | Member utilities requesting assistance and Member utilities responding to requests | During ORWARN activation |

Assumptions

Several key assumptions form the basis of this document and implementation procedures for ORWARN:

- **Emergency Response Plans are in place.** While utility-specific Emergency Response Plans (ERPs) are not within the scope of this document, ORWARN encourages all utilities to develop or update an ERP. With the development of the National Incident Management System (NIMS), ERP updates include how the utility uses the Incident Command System (ICS), how the utility integrates with its local emergency management and response agencies, and how the ERP addresses vulnerability assessments, if they are also completed. Additionally, ERPs from Member utilities can integrate expected ORWARN activities.
- **Employees are trained according to the ERP, ICS, NIMS, ORWARN and AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual, and FEMA Resource Typing.** In order to respond to all emergencies, Member utilities provide practical employee training regarding the utility ERP, ICS, and NIMS. Additional training on how to use mutual aid/assistance resources ensures the ability to coordinate response with outside agencies. Section 2 of this document includes a list of recommended NIMS and ICS training. Additionally, employees can be trained according to ORWARN activities and be familiar with the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing
- **Utilities have signed a single, statewide omnibus ORWARN Agreement.** The ORWARN Agreement establishes the foundation of ORWARN and serves as the legal instrument

authorizing the request for mutual aid/assistance, provides a mechanism for reimbursement, identifies the legal protection and immunities for employees and for use of resources, and establishes eligibility for possible federal reimbursement of expenditures associated with mutual aid/assistance.

- **ORWARN is coordinated with local and state authorities.** Coordinated response and access to restricted areas relies on communication between the ORWARN and the following groups or organizations:
 - Utilities
 - Local emergency management agencies
 - State emergency management agency
 - State drinking water primacy agency
 - State wastewater permitting authority
 - Local and State law enforcement authorities

The relationship between the ORWARN, state and local agencies, and utilities, is defined by the agreement and documented in the Operational Plan. Exercising the ORWARN with the Member utilities and other response agencies facilitates a successful response with ORWARN.

SECTION 1: Pre-Emergency Responsibilities

ORWARN Member utilities plan and prepare for a real incident prior to responding. Likewise, the Board relies on membership involvement to help organize the activities, plans, and resources to ensure functionality of the ORWARN. Figure 2 identifies the relationship of the Board, its officers, the Member utilities, and subcommittees.

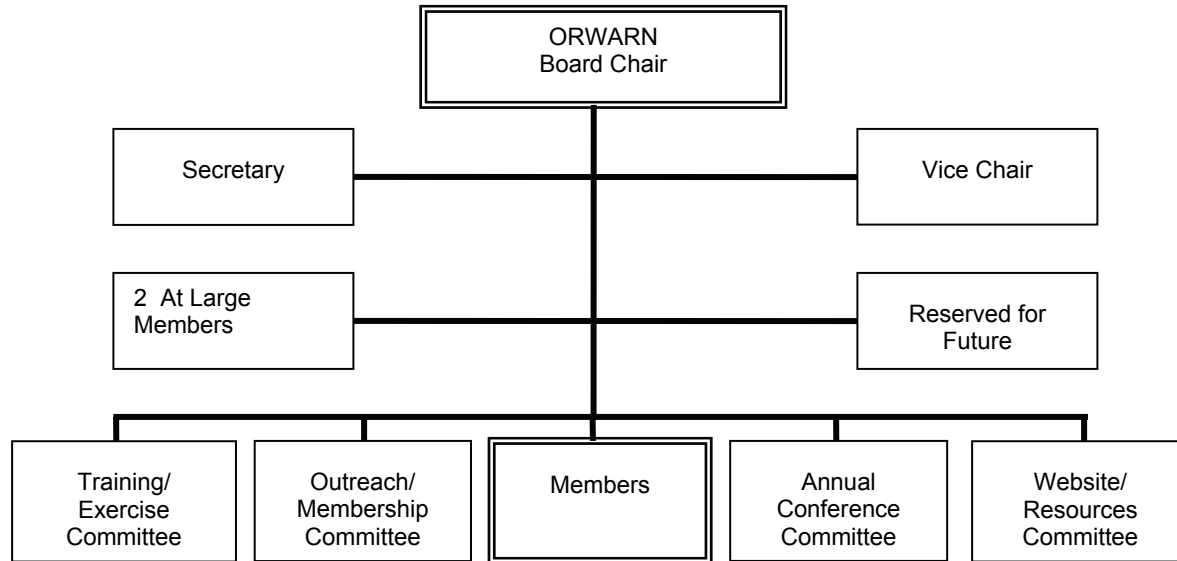


Figure 2: Elements of the ORWARN Organizational Structure

Member Utility

A Member utility may be any public or private water or wastewater utility that signs the ORWARN Agreement. The Member utility identifies an Authorized Representative and Alternates to manage its participation in ORWARN and response to possible incidents. Member utilities are eligible to participate in one or more committees to support the ORWARN. Additionally, the ORWARN encourages Member utilities to participate in the annual meeting, trainings, and other activities.

Member utilities vote on updates to the Agreement and other topics related to the operations of the Agreement. Each Member has one vote. A private utility with multiple service locations also has just one vote (in relation to one decision-making board).

Pre-emergency responsibilities for Member utilities include:

- Identify an Authorized Representative and alternates who are responsible for:
 - Requesting Assistance
 - Offering Assistance
 - Refusing Assistance

- Withdrawing Assistance
- Provide the ORWARN with contact information for their Authorized Representative and alternates
- Maintain ORWARN database information for their utility in accordance with their policy. Print a hard copy of the ORWARN database on a periodic basis (e.g. every six months) to ensure the information is available when a power loss disrupts computer access
- Update the contact and other database information every six months or as changes occur
- Ensure employees are trained according to the current NIMS guidance and complete relevant training requirements as appropriate
- Identify procedures for how or when the Authorized Representative may request or send mutual aid/assistance
- Clarify reporting and coordination procedures with the local emergency management officials
- Review the ORWARN Operational Plan and incorporate appropriate portions into the utility emergency response plan
- Develop procedures to track costs for personnel, equipment, and other resources during an emergency
- Volunteer to support the pre-emergency organization of the ORWARN system, as available
- Attend ORWARN trainings and general meetings

Board

The Board members are elected by ORWARN Member utilities at the annual meeting held in conjunction with the annual conference. Under the leadership of the Board Chair (referred to as the ORWARN Chair), the Board is responsible for the following actions:

- Organize and coordinate emergency planning and response activities for the ORWARN
- Encourage the active participation of Member utilities
- Establish regular meeting schedules to maintain continuity
- Maintain communication with Member utilities regarding updates, changes, or modifications to the ORWARN system
- Maintain the Operational Plan for implementing the ORWARN agreement
- Obtain and manage grants as available
- Manage issues related to Web site management
- Determine costs associated with hosting workshops, training, etc.
- Set training and exercise schedule
- Represent the membership when engaged in meetings, discussions, and consultations with other associations, states, and local agencies regarding ORWARN

The Board consists of:

- Chair
- Vice Chair
- Secretary
- 2 Members at Large

Board Chair

The Board Chair is elected by the utility Members of the ORWARN. The Chair Represents ORWARN Member utilities to the state emergency management agency, state drinking water primacy agency, and state wastewater permitting authority in emergency planning matters

- Preside at all duly constituted meetings of the membership

- Act as the Executive of the Board and an *ex officio* member of all standing committees

Vice Chair

The Vice Chair is elected by the utility Members of ORWARN. The Vice Chair performs duties as assigned by the Chair. During a temporary absence of the Chair, the Vice Chair provides direction to the ORWARN Board. In case the ORWARN Chair retires, resigns, or experiences a long-term absence, the Vice Chair acts in place of the Chair until a new Chair is elected.

Secretary

The Secretary is elected by the utility Members of ORWARN. The Secretary is responsible to record proceedings at all meetings of the Board, and:

- Edit and publish any official administrative publications for the Board
- Receive and maintain a file of notes and records for the Board and subcommittees
- Send official messages approved by the Chair to Member utilities
- Perform other administrative duties as assigned

Members at Large

The two members at large are elected by utility Members of ORWARN. The members at large attend and vote at ORWARN board meetings, lead and participate on subcommittees, and fulfill other duties as assigned.

Associate Members

Associate Members participate in ORWARN. An associate Member is any non-utility ORWARN participant that provides a support role to the ORWARN program. Associate Members may include the following:

- Professional water sector association representative(s) (AWWA, National Rural Water Association, Water Environment Federation, etc.)
- State drinking water primacy agency
- State wastewater permitting authority
- State Emergency Management agency
- Department of Public Health
- U.S. Environmental Protection Agency Region
- Other interested organizations, businesses or individuals

Associate Members may attend ORWARN Board meetings, the annual conference and meeting and participate in ORWARN activities. As advisors, these Members do not vote on ORWARN actions, but do provide input.

Typical Subcommittees

Standing Subcommittees include:

- Training and Exercises
- Outreach and Membership
- Website and Resources
- Annual Meeting and Conference

Ad hoc Subcommittees include:

- Operational Plan
- Response Coordination

ORWARN utility Members and associate Members may participate in one or more subcommittees. The Board approves the creation of and membership in the subcommittees.

Operational Plan Subcommittee

To comply with the ORWARN Agreement to create an Operational Plan, the ORWARN Board may identify a group of Member utilities to create an Operational Plan to ensure the ORWARN is ready to respond. This “standing subcommittee” focuses on procedures and materials designed to manage and improve the operations of the ORWARN. The committee is responsible to:

- Maintain the ORWARN Mutual Aid/Assistance Operational Plan
- Maintain contact with local, regional, and state emergency management agency, state drinking water primacy agency, and state wastewater permitting authority representatives
- Provide recommendations on how to manage Member utility contact data and resource lists.
- Lead regular Member utility training to maintain familiarity with the operations of the Agreement
- Conduct an “after action review” of the ORWARN system operations following each emergency and make recommendations for improvement

Response Subcommittee

All emergencies are local and require local capability to respond. For most emergencies mutual aid/assistance requests can be handled utility to utility. In larger events where multiple utilities are affected and assistance is required to coordinate the number of requests, an ORWARN Response Team consisting of pre-trained Utility Members from unaffected utilities may be located at various levels of government including the State and County Emergency Operations Center, as called upon. An example may be if a major earthquake struck Oregon, trained utility Members may staff the State Operations Center or a county EOC, so the utilities affected by the earthquake may continue their response to meet the needs of their customers.

In general, trained members of the Response subcommittee take what the Operational Plan Subcommittee has prepared and ensures ORWARN response coordination. Members of the Response Team may organize exercise programs as needed to test the Operational Plan with Member utilities. They may also participate in exercises (as appropriate) conducted by individual utilities, local government, and county or state emergency management organizations.

Response Subcommittee personnel complete training on the following documents and programs:

- ORWARN Mutual Aid/Assistance Operational Plan
- Exercise Design
- FEMA Emergency Management Institute Independent Study courses (recommended series of NIMS and ICS training can be found in Section 2)
- State operational activities
- Emergency Management Assistance Compact (EMAC)
- National Response Framework (NRF)
- FEMA Public Assistance Program

This list of training may be useful and applicable to all ORWARN Members.

Membership Subcommittee

ORWARN has a Membership Subcommittee which is responsible to:

- Develop and/or maintain marketing or informational materials for outreach purposes

- Conduct informational outreach at professional association conferences and workshops to ensure presentation of the ORWARN concept
- Market and recruit new Member utilities

SECTION 2: Training, Exercises, and Updates

Training

ORWARN uses a multi-year training plan to prepare Member utilities, Authorized Representatives, Response Team Members and other relevant stakeholders. The training plan includes common training to enhance response with mutual aid/assistance resources and ensure the ability to coordinate response with outside agencies. Each Member Utility is responsible to ensure designated employees:

- Understand the ORWARN Agreement
- Review the ORWARN Mutual Aid/Assistance Operational Plan
- Understand the ORWARN Web site, database, and other communication protocols
- Understand the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing.
- Review the utility's safety procedures and ERP

Each utility may implement the NIMS training requirements according to their internal policy. Currently NIMS requirements include:

- IS-100. Introduction to the Incident Command System for Water Sector Personnel
- IS-200. ICS for Single Resources and Initial Action Incidents
- IS-300. Intermediate ICS, Expanding Incidents (Classroom Instruction Only)
- IS-400. Advanced ICS, Command and General Staff – Complex Incidents (Classroom Instruction Only)
- IS-700. National Incident Management System, An Introduction
- IS-800.B National Response Framework (NRF), An Introduction

Member Utility representatives who are on the Response Subcommittee need to complete:

- IS-630. Introduction to the Public Assistance Program
- IS-701. Multi-agency Coordination Systems
- IS-703. NIMS Resource Management
- IS-706. NIMS Intrastate Mutual Aid - An Introduction

The training plan can include courses or instructions on how to complete the ORWARN Operational Plan documentation, including:

- Damage assessment
- Tracking and documenting expenses using existing utility accounting forms
- Reimbursement following local and state emergency agencies' processes and procedures

Exercises

ORWARN periodically exercises its Operational Plan to validate the ability to execute and evaluate the plan. ORWARN uses a multi-year exercise plan to initiate a building-block approach in which training and exercise activities focus on specific capabilities in a cycle of escalating complexity. According to the U.S. Department of Homeland Security's (DHS) Homeland Security Exercise and Evaluation Program (HSEEP), there are seven distinct types of exercises². This document discusses the three types of exercises below.

² For more information on U.S. DHS HSEEP, visit <https://hseep.dhs.gov/>.

Tabletop Exercises

Tabletop Exercises, a type of discussion-based exercise, bring together key personnel to discuss hypothetical scenarios in an informal setting. ORWARN Member utilities can use this type of exercise to assess plans, policies, and procedures or to evaluate the systems needed to guide the prevention of, response to, and recovery from a defined incident. Tabletops typically aim at facilitating understanding of concepts, identifying strengths and shortcomings, and achieving changes in the approach to a particular situation. An exercise facilitator encourages participants to discuss issues in depth and develop decisions through slow-paced problem solving, rather than the rapid, spontaneous decision making that occurs under actual or simulated emergency conditions. The effectiveness of a tabletop is derived from the energetic involvement of participants and their consideration of recommended revisions to current policies, procedures, and plans. The ORWARN may participate in and facilitate tabletop exercises with Member Utilities or participate in exercise programs designed and run by local emergency management or state emergency management authorities.

Functional Exercises

A Functional Exercise is designed to evaluate and validate individual capabilities, multiple functions, activities within a function, or interdependent groups of functions. Functional exercises center on an exercise scenario with dynamic events that drive activity at the management level. A functional exercise simulates everyday operations in a functional area by presenting complex and realistic problems that require rapid and effective responses by trained personnel operating in a highly stressful, time-constrained environment. The ORWARN may participate in independent, State, or local functional exercises.

Full-Scale Exercises

Full-Scale Exercises are multi-agency, multi-jurisdictional, multi-organizational exercises that validate many facets of preparedness. They include many players operating under cooperative systems such as an Incident Command System to effectively and efficiently prevent, respond to, or initiate recovery from an incident. Full-scale exercises focus on implementing and analyzing the plans, policies, procedures, and cooperative agreements developed in discussion-based exercises and honed in previous, smaller, operations-based exercises. In full-scale exercises, a highly realistic depiction of operations in multiple functional areas presents complex and realistic problems that require critical thinking, rapid problem solving, and effective responses by trained personnel. During full-scale exercises, facilitators project events through a scripted exercise scenario with built-in flexibility to allow updates that drive activity. The exercises play out in real time, creating a stressful, time-constrained environment that closely mirrors real-life events.

At a minimum, ORWARN plans for at least one tabletop exercise annually. Functional and full-scale exercises may occur periodically. In planning and conducting either type of exercise, the ORWARN can engage the state emergency management agency; state drinking water primacy agency, and the state wastewater permitting authority. Additionally, the ORWARN may participate and facilitate full scale exercises with Member utilities or participate in exercise programs designed and run by local emergency management or state emergency management authorities.

Updating the ORWARN Operational Plan

Following an incident, exercise, or every five years, (whichever is soonest), the Operational Plan Subcommittee may accept comments on the Operational Plan from Member utilities. ORWARN Member utilities will be notified that comments are being accepted. Feedback will be collected by the Operational

Plan Subcommittee and consolidated into the Operational Plan as appropriate. The ORWARN Board reviews the comments and approves any revisions to the ORWARN Operational Plan. The ORWARN Board communicates approved Operational Plan changes to ORWARN Members and Associate Members and those persons who are assigned roles within the plan.

While the ORWARN Board is responsible to inform and train the Member utilities on the changes to the Operational Plan, it is the utility and Associate Members' responsibility to integrate the updated Operational Plan into their respective emergency response or emergency operations plans.

Any suggested changes that impact the agreement are handled separately from the Operational Plan updates. Two appointed legal representatives from Member utilities may review the suggestions to determine the impact on the agreement. Based on review of the impacts, the Board determines whether to submit the changes for a vote to the Member utilities.

SECTION 3: Concept of Operations

ORWARN Relation to Local and State Response

The relationship between ORWARN and the local and state emergency response system is critical. This Operational Plan and other NIMS concepts enable local jurisdictional authorities to benefit from standard practices and frameworks. According to NIMS, local jurisdictions retain command, control, and other authority over response activities for their jurisdictional areas³. Incidents typically begin and end locally and are managed on a daily basis at the lowest possible geographical, organizational, and jurisdictional level. Local jurisdictions also have flexibility to adjust the scale and scope of their response to the emergency.

The following is a list of the emergency responsibilities and levels of response that may be part of a ORWARN mobilization. The cumulative activities mirror those described in the NIMS Multi-Agency Coordination System (MACS) Group process (for more information on MACS, see Section 2: Training, Exercise, and Updates). Linkage to the MACS and local emergency response groups is presented in the following subsection, “Response Consideration by Role”. Emergency management agencies may modify the process described below as agencies recognize the need to change and adapt incident management and emergency response for an incident, due to changes in scope and/or scale over time.

Depending on the size of the emergency, all levels of response described below may not be needed every time the ORWARN is activated. As all emergencies are local, if the resource needs can be addressed by one utility calling another, that may be all that is needed. Communication with the ORWARN Steering Committee is suggested so that the Steering Committee is aware that resources were requested. This can be accomplished via e-mail if available or contact with one designated person from the Response Committee. In emergencies that affect more than one locality, coordination at the county level may be necessary. In an emergency that affects multiple counties, coordination at the state level may be necessary.

Role:

Utility Field
Personnel

Description of Activity:

- These are the utility employees in the field responding to an emergency.
- Homeland Security Act of 2002 (P.L.107-296) and Homeland Security Presidential Directive (HSPD) 8 identifies local utilities as first responders.
- As first responders, utility employees in the field are trained and function within the Incident Command System (ICS).
- Field personnel report to their respective employer utility while coordinating response with local emergency response agencies (e.g. law, fire and rescue, emergency medical, etc.). This is known as unity of command in ICS.

Utility
(Private or Public)

- Public utilities can either be part of a city or county agency, or they can be an independently governed special district, not affiliated with a city or county. Public utilities comply with specific requirements, including the use of NIMS, to be eligible for federal preparedness grants.
- Private utilities are generally investor owned and operated. While private utilities are not required to comply with NIMS, most choose to follow NIMS protocols as a best practice approach.
- If the local utility is a city or county department or work unit, the utility may establish a department operations center (DOC) and/or report directly to the

³ Page 12. Draft National Incident Management System. April 2007.

| <u>Role:</u> | <u>Description of Activity:</u> |
|------------------------------|---|
| | <p>appropriate city or county Emergency Operations Center (EOC).</p> <ul style="list-style-type: none"> • Special districts or independent utilities may activate an agency DOC, and/or depending on the number of cities or counties served, the utility may directly report to or participate with a city, county, or state EOC. |
| Local Government (Cities) | <ul style="list-style-type: none"> • Depending on the size and complexity of an emergency, local governments may operate EOCs to coordinate resources and manage operations within the jurisdiction. • Local governments may assist the local utility with the emergency, provided that local resources and supplies are available and that Local Government response resources are available and can be dedicated to this responsibility. • If necessary, the city may request county and state assistance. |
| County Government | <ul style="list-style-type: none"> • Typically led by county management, a county EOC may be activated to coordinate the emergency response actions of all jurisdictions within the boundary of the county. Upon request or when response to disruption of local drinking water or wastewater systems becomes a priority for the county, staff may be identified to help coordinate county resources to assist cities, special districts, and local utilities. • If necessary, the county may request State assistance. |
| ORWARN | <ul style="list-style-type: none"> • Designated ORWARN representatives may sit in the county and/or state EOC to facilitate information flow from damaged utilities, identify utility mutual aid/assistance resources, and coordinate response. • If the ORWARN representatives do not sit in the state EOC, the ORWARN representatives may meet at a designated facility, a Member utility's DOC, or at the county and/or city EOC to help coordinate ORWARN Member utility mutual aid/assistance response. • Depending on the organizational plan, when in a city, county, or state EOC, the ORWARN representatives could be seated in the Operations Section, Planning Section, Response Coordination group, or another designated reporting location. |
| State Government | <ul style="list-style-type: none"> • As needed, the state coordinates state and regional resources to assist the cities and counties. • Typically led by state management, a state EOC may be activated to coordinate the emergency response actions of all jurisdictions within the state. • Upon request or when response to disruption of local water distribution becomes a priority, staff from the state drinking water primacy agency and the state wastewater permitting authority may be identified to help coordinate state resources to assist counties, cities, special districts, and local utilities. • As needed, the state may request assistance from the National Guard, drinking water primacy agency, wastewater permitting authority, other states (through EMAC), or federal government agencies. |
| Federal Government | <ul style="list-style-type: none"> • Upon request, or when local drinking water or wastewater system disruption necessitates federal assistance, the Federal Emergency Management Agency (FEMA) coordinates federal emergency response resources through Emergency Support Function #3 (ESF #3), Public Works and Engineering. As the ESF #3 primary agency, the U.S. Army Corps of Engineers (USACE) is responsible for coordinating supplemental assistance to state and local jurisdictions. |

Role:**Description of Activity:**

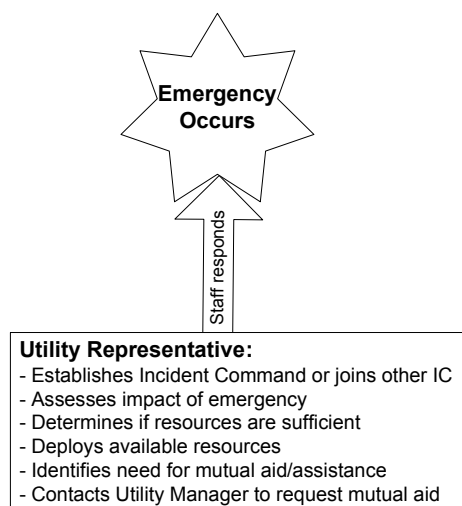
- As a support agency to ESF #3, the U.S. EPA works closely with USACE and FEMA. U.S. EPA is the lead federal agency responsible to support the water sector as detailed in HSPD-7.
- Federal emergency response resources may also be coordinated through ESF #10 (Oil and Hazardous Materials Response) where EPA is responsible for decontamination of water infrastructure and ambient water quality.
- ESF #8 (Public Health and Medical Services), in coordination with ESF #3 and ESF #10, may assist in assessing potable water, wastewater, solid waste disposal, and other environmental health issues; conducting field investigations, including collection and laboratory analysis of relevant samples; providing water purification and wastewater/solid waste disposal equipment and supplies; and providing technical assistance and consultation on potable water and wastewater/solid waste disposal issues.

Response Considerations by Role

All emergencies are local and begin with the field⁴ response. It is important for a utility to understand how to optimize the Incident Command System (ICS) principles and activities identified in the National Incident Management System (NIMS) and in ICS 100 and 200 training courses. Rather than duplicate the available on-line training, this document reviews the linkages between the field responders, the management of a medium- to large-sized utility, and other response organizations beyond the local response. It also reviews the field personnel role in requesting and engaging mutual aid/assistance resources.

Field Response

Using the Incident Command System (ICS), designated utility field personnel manage personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat. **Figure 3** demonstrates utility field personnel actions at a remote facility, plant, or main break.



⁴ "Field" refers to any response remote from the utility headquarters. This could include response to a filter plant, pumping plant, pump station, main break, etc.

Figure 3: Utility Field Response

When the incident is a utility-specific event (such as a major water main break, or damage to a treatment plant, water pump, or enclosed clean water reservoir, etc.) the first utility responder to the scene becomes the Incident Commander (IC). The role of command remains at the field scene. The IC characterizes the scene, assesses the impact to the immediate surroundings, manages access to the scene, monitors the conditions and can best identify the resources required and where incoming resources specifically report. Additionally, the IC communicates with the utility's management, who directs all available resources of the utility to address the need of the emergency. In this case, the communication from the scene is a direct connection to the utility management. **Figure 4** demonstrates this direct communication link to the utility management where the decision to request mutual aid/assistance is made. Command remains in the field with the IC until command is transferred to another person in the field who is more qualified to handle the event, or the designated time for shift change is reached.

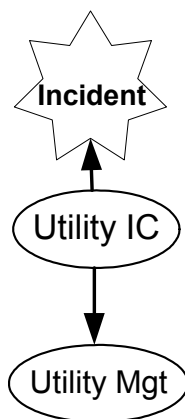


Figure 4: Utility IC Reporting to Utility Mgt

In the event the utility is called to respond to an incident where a law, fire, or public works Incident Commander (IC) is already identified, the utility responder becomes a part of the established response organization. According to ICS, when a person represents an agency (utility in this case) at the Incident Command Post, they are called an “Agency Representative.” The primary responsibility of the utility Agency Representative is to coordinate response of the utility management with the needs of the emergency and provide support to the Incident Commander (IC).

While working with the Incident Commander (IC), the utility Agency Representative establishes contact with utility management to report conditions and progress. **Figure 5** demonstrates how a utility Agency Representative from an independent utility reports to a law, fire, or public works IC while communicating with his or her utility management about the incident and resource needs. Utility management policies and response plans determine the exact reporting relationship and responsibilities. As a result, reporting relationships and responsibilities may vary by utility.

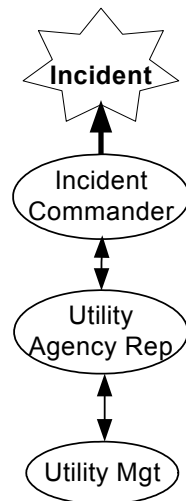


Figure 5: Utility “Agency Representative” Reporting to IC and Independent Utility Management

While command remains in the field with the Incident Commander (IC), for a utility that is part of a city or county government, the utility management may activate a Department Operations Center or Utility Operations Center to rally resources of the department to coordinate its response. The utility department may have to coordinate its response with other portions of the local government. *See Figure 6.*

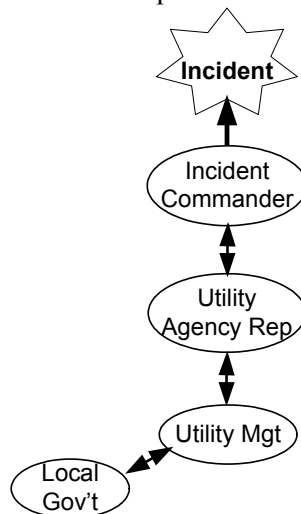


Figure 6: Utility “Agency Rep” Reporting as part of city/county government

Area Command

In complex emergencies that expand beyond one scene, the National Incident Management System (NIMS) encourages the use of an Area Command which may operate in an Emergency Operations Center (EOC) or Department/Utility Operations Center. While command remains in the field with the Incident Commander at the scene, the utility establishes an Area Command (utility management in this case) in the EOC to direct resources from unaffected portions of the utility to assist in the response. Once the resources arrive at the scene, they follow the local IC in the field.

As other agencies are required to respond alongside the utility, coordination between multiple entities may require the use of the Multi-Agency Coordination (MAC) concept described in NIMS. Implementing a “MAC group” is simply gathering representatives from all the involved responders together to discuss the situation, identifying responsibilities and ensuring each is helping the other. A

MACS group can meet in person, over the phone or other communication service, or a combination of both. The intent is to encourage cross communication with fellow responders at the field level, local EOC level and other levels of response.

Local Government

City and county governments respond to an emergency as dictated by their local emergency plans. For a city or county to declare an emergency, the jurisdiction needs to know the extent of damage in the local area (including impact on utilities) and the need for mutual aid/assistance. It would be appropriate for a ORWARN Member utility in need to inform the local emergency management authority of the following information which is captured in the checklists and forms in the attachments to this plan:

- The Member utility which activated the ORWARN Agreement
- Resources on their way
- The Member utility that is supplying the resources
- When to expect the arrival of resources
- The safe routes for ingress and access to staging locations

The city and/or county may designate specific staff to coordinate information and the needs of utilities within the city or county. The city and/or county employee needs to be educated on what the ORWARN program is and how it can assist the city or county in responding to the needs of the utility community. In this case the ORWARN Members are encouraged to communicate with the city or county. This coordination with local government is important, especially if local government establishes access controls limiting people entering a disaster area. As a local government needs assistance, the county may be requesting help and coordinating response with the state government.

ORWARN

Once a Board member (or Response Subcommittee) member is contacted, the ORWARN system is activated. Initially, the ORWARN may be managed remotely using virtual technology (such as teleconference or e-mail communication tools) to manage the information and response. If the demands of the emergency grow, the ORWARN Board or Response Subcommittee members may come together to coordinate requests. As the need for coordination increases, trained volunteers from ORWARN Member utilities that are not affected by the emergency may be requested to help with coordination of the ORWARN. These volunteers form the ORWARN Response Team (explanation of if or how these volunteers' resources are reimbursed is described in Section 5 of this Operational Plan). The key responsibility would be to match needs with resources offered by utilities not affected by the emergency. During large events, the ORWARN Response Team Members could be located at the state EOC or an EOC near the incident location. Alternately, the ORWARN Response Team Members could be located at an unaffected utility. In small events, ORWARN Response Team Members could be located at a county or local EOC.

State Government

The State Government manages and coordinates state resources in response to the emergency needs of the cities and counties; manages and coordinates statewide mutual aid/assistance; and serves as the coordination and communication link with the federal disaster response system or NIMS. Working with the state drinking water and wastewater agencies or emergency management authority, a representative of the ORWARN program or state employee knowledgeable of ORWARN may serve as a point of contact and maintain communication to work with government agencies to address issues such as access to the disaster area and security of resources. Requests for assistance typically come through the state government

Federal Government

According to the National Response Framework (NRF), federal resources are to be “forward leaning” and available for response as needed. Federal agencies with authority and responsibility may respond immediately as required by regulation. Federal resources located in or adjacent to the impact area or that are affected by the emergency may respond according to a local agreement. Additional resources require a presidential declaration of a major disaster for deployment. As the federal response is organized, the U.S. EPA supports Emergency Support Function #3 (led by the U.S. Army Corps of Engineers) to support infrastructure response and recovery.

SECTION 4: ORWARN Activation

Following an incident, each Member utility initiates a damage assessment and evaluates its resource needs. When a Member utility determines that mutual aid/assistance is an option, they are encouraged to review **Attachment A, Requesting Utility Checklist**. Activation occurs when one Member Utility calls another Member Utility to discuss the exchange of resources. Once the resource needs are identified the Member Utility evaluates the options that meet those needs described in Figure 7, including local mutual aid agreements, the ORWARN Agreement, or any existing Statewide Master Mutual Aid Agreement.

A utility may have as many as three options for obtaining assistance via local one to one agreements, access through a statewide mutual aid program for public agency responders, and the intrastate WARN utilities agreement.

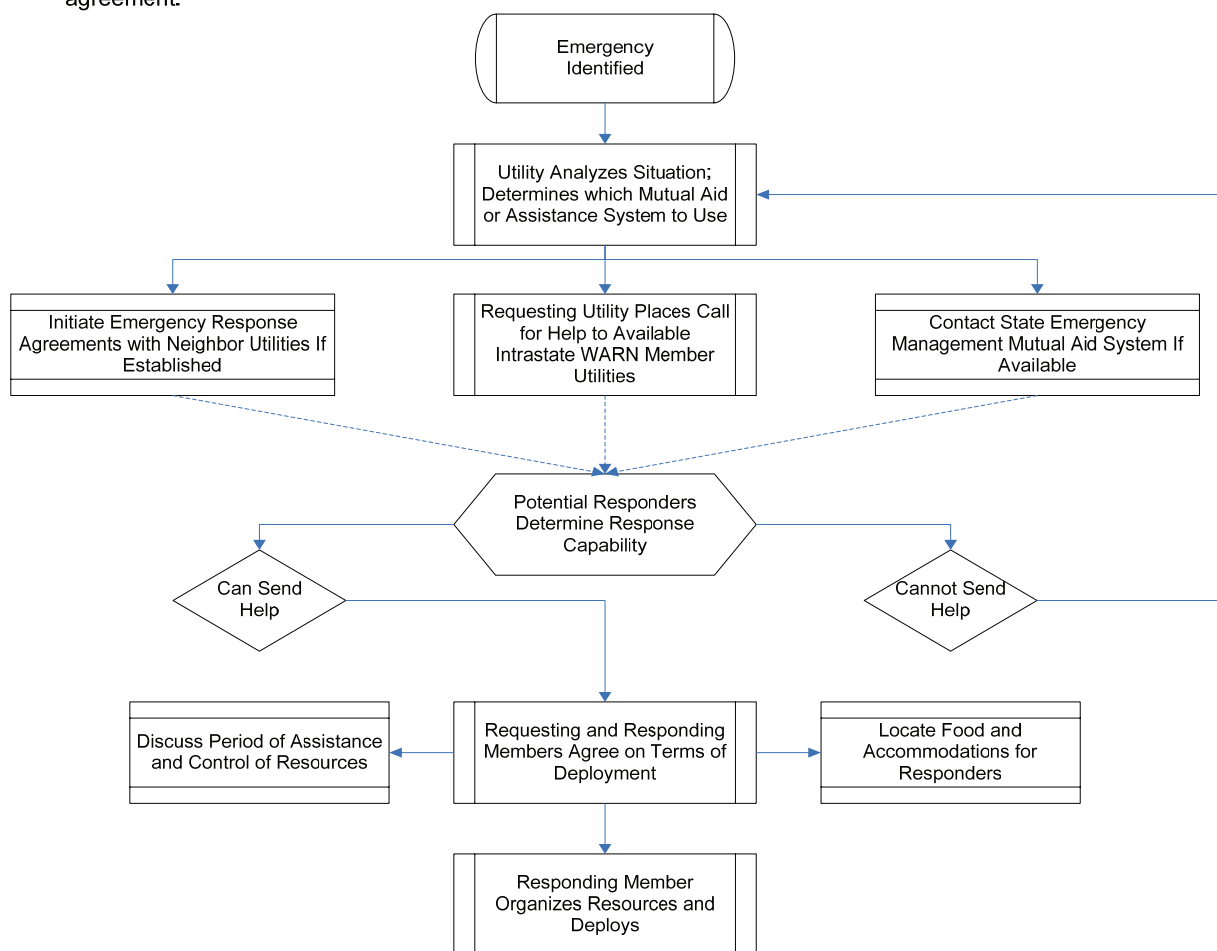


Figure 7: Utility Activation of ORWARN: Mutual Aid/Assistance Process Flow Diagram

If it is determined that the best option is to utilize resources through the ORWARN Agreement the following protocol should be considered.

Who Activates ORWARN?

Any Member Utility of the ORWARN Agreement can determine that they require the assistance of another Member Utility and therefore decide to activate the ORWARN Agreement. (**See Attachment A, Requesting Utility Checklist.**) The ORWARN Agreement can be activated by a utility to utility request,

or during large events through the ORWARN Response Team at the county EOC, or State Emergency Operations Center. When the need of one utility is matched to a utility with resources, the Authorized Representatives confer and agree on the terms of deployment.

What is Activated?

As needed, a Member utility activates the ORWARN Agreement and it is referred to thereafter as the Requesting Utility. The Agreement provides the terms of reimbursement to the Responding Utility and a release of liability for services provided. It does not determine the response times, amenities provided to the Responding Utility, or any other operations-specific needs. In addition, it does not require or activate the EOC of the Responding Utility. These items are determined by dialog between the Requesting Utility and a Responding Utility at the time of the emergency.

Activation

Some types of emergencies (e.g. severe storms or floods) can be characterized as “ORWARNing” or “notice” events due to a build-up of intensity over time and/or scientific methods of predicting an event. This type of event allows Member Utilities to anticipate the magnitude of damage and therefore response needs. Activating prior to the disaster opens the lines of communication and coordination among Member Utilities which helps to ensure a timely and proactive response. The Requesting Utility can initiate the following activities:

- Notify Member Utilities of the expected conditions
- Maintain contact with Members about changing conditions and information
- Receive requested resources and identify follow-up actions

Other disasters provide no ORWARNing or notice (e.g. earthquakes), or end up impacting a utility in a greater way than anticipated (e.g. flash flooding). Activations during these events do not have the added benefit of pre-event planning.

Notification

Once a Member Utility has recognized the need to activate the ORWARN Agreement, the Requesting Utility can access the ORWARN Database on the ORWARN Web site (or a hardcopy of the database) to determine what Member Utilities may have the required resource. When activating the ORWARN Agreement, the Member Utility calls the Authorized Representative in the ORWARN Database to make the request. Initial notification can be via telephone, radio, email or fax.

The utility requesting mutual aid/assistance gathers the following information and contacts Member utilities or the ORWARN Response Team Members (details are in **Attachment B, ORWARN Emergency Notification Form**):

- Type of incident
- Impact on utility
- Number of agencies in response
- Known limitations or restrictions
- Available communication tools

Always back up verbal notifications between requesting and responding utilities with a written communication (fax or e-mail) using the **ORWARN Emergency Notification Form (Attachment B)**.

In all cases in which the ORWARN Agreement is activated, participating Member Utilities must notify the ORWARN Board.

Response to a Request for Assistance

A Member Utility is not obligated to respond to a request. Once a Member Utility receives a request for assistance, the Authorized Representative evaluates whether or not to respond. The Authorized Representative should consider these questions:

- Does my utility have the resource requested?
- Do the resources meet the operational requirements that the Requesting Utility identified (refer to the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing)?
- Did this event impact normal operation?
- If we provide resources can we maintain our ability to respond to unanticipated needs?

If the Authorized Representative determines that resources are available to respond to the Requesting Utility, thereafter the Member Utility is referred to as a Responding Utility. The Authorized Representative of the Responding Utility should inform, as soon as possible, the Requesting Member that it is available to respond and the approximate arrival time of such assistance. When possible all verbal agreements should be confirmed with a written communication (fax or e-mail).

At this time the Responding Utility and Requesting Utility should clarify and agree upon the following items:

- the Requesting Utility's ability to provide care and shelter (food, sleeping arrangements, first aid, etc.) for personnel and resources,
- the reimbursement process to determine whether the responding utility follows the reimbursement article of the ORWARN Agreement, and
- the request to determine what aid the Responding Utility can provide, the cost, and confirmation of the approval from the Authorized Representative and the Member Utility's management to provide aid.

If agreement is reached on the above items, complete and transmit the appropriate authorization forms described in Section 5: Response Considerations.

SECTION 5: Response Considerations

Upon agreement of two or more Member Utilities to share their resources, both the Requesting Utility and the Responding Utility are responsible for ensuring the safe and effective use of their resources. This section provides basic considerations for response based on lessons learned from previous disasters.

Requesting Utility

In general, the Requesting Utility is responsible to complete the following tasks:

- use the ORWARN Database and AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing to determine how to type the resources required and which Member Utilities can potentially meet that need,
- use **Attachment C: ORWARN Request and Authorization Form** to initiate the mutual aid/assistance process and then transmit the form to potential Responding Utility,
- After the Responding Utility returns **Attachment C: ORWARN Request and Authorization Form** back to the Requesting Utility with available resources and estimated costs, review and determine whether to accept this mutual aid/assistance proposal,
- assign a Mutual Aid Coordinator to address care, feeding, and other support for incoming mutual aid personnel. See **Attachment E: Mutual Aid/Assistance Coordinator Checklist** for a list of what to consider in determining your capability to manage the mutual aid/assistance,
- Notify local emergency management coordinating partners, all law enforcement agencies coordinating check points, and the Operational Area of the incoming mutual aid,
- Identify a Staging Area and assign a Staging Area Manager for incoming mutual aid. See **Attachment F: Staging Area Manager Checklist**,
- Identify work assignments for the incoming mutual aid,
- Consider how to integrate incoming mutual aid resources with existing workforce, and
- Develop a demobilization plan that includes protocols on how and when mutual aid resources will be released.

Responding Utility

In general, the Responding Utility is responsible to (See **Attachment H: Responding Utility Checklist** for more detail) complete the following tasks:

- Contact the ORWARN Response Team (if convened) to notify them of available resources, based on the resources described in the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual and FEMA Resource Typing Manual.
- If mutual aid/assistance is requested via a Request and Authorization Form, the potential Responding Utility should review and determine whether it can meet this request,
- The potential Responding Utility estimates the cost of response utilizing **Attachment D: Cost Estimator Worksheet** if needed. These costs will then be indicated on **Attachment C** and returned to the Requesting Utility for consideration,
- Identify supervisors and staff to respond to the Requesting Utility, consider which employees can adapt to the environment of the incident (consider physical and mental health impacts),
- Develop a Communications Plan between supervisor of the responding teams and the Responding Utility,
- Conduct a deployment briefing with all staff on the responding teams. Include the following items:
 - ICS refresher courses and command structure of incident, if known
 - Pre-deployment health and safety considerations, including but not limited to immunizations, special tools or clothing

- Environmental conditions onsite
- Care and shelter arrangements
- Rules of conduct during deployment, including but not limited to, activities allowed after work hours
- Review of documentation procedures
- Inform Requesting Utility of the responding team's deployment and estimated time of arrival.

Requesting Utility Demobilization

Following standard ICS practices of demobilization, write a demobilization plan on how to coordinate the return of resources, including the debriefing of staff and the inspection of equipment and materials.

- Capture personnel evaluations and identify future tactical resource needs. This should be conducted by both the Requesting Utility prior to releasing the personnel, as well as by the Responding Utility once its personnel are back.
- Identify release priorities and procedures in a demobilization plan. This should include internal resources, mutual aid resources, and any contracted resources.

Responding Utility Demobilization

While preparing to demobilize and prior to leaving, the Responding Utility's team is responsible to complete the following tasks:

- Deliver documentation collected during response to the Requesting Utility,
 - Return any sensitive or confidential information to the Requesting Utility, and
 - Collect all information on costs and process it through the Requesting Utility Finance and Administration Function. Keep copies of all cost documentation for Responding Utility.
- Information includes:
- Injury reports
 - Timesheets
 - Material purchased
 - Equipment used

The Responding Utility will prepare appropriate invoices according to the ORWARN Agreement.

SECTION 6: ORWARN Response Coordination

In incidents that affect more than one utility at the same time, mutual aid coordination at a higher level may be necessary. As the incident response grows or, alternatively, when an emergency starts as a large-scale event (such as a catastrophic earthquake), ORWARN coordination can expand. As the need for coordination increases, the ORWARN Response Team may come from non-affected parts of the state to help the area that is affected during a large emergency, so the impacted utilities can focus on repair and restoration. During an incident that affects multiple counties, coordination at the region and/or state level may be necessary. The following applies when coordination is needed at the operational area, region or state levels.

Once a Member Utility contacts the ORWARN Board, any initial response effort may be managed by one person and then grow to include a team. If activated, the purpose of the ORWARN Response Team is to:

- Provide a point of contact and liaison for utility-related matters during an emergency
- Collect information regarding:
 - Extent and type of customer and infrastructure damages
 - General geographic location(s) of outages
 - Expected duration of outages
 - Number of customers affected
 - Resource and information requirements of the affected utilities
- Assist in locating emergency resources, personnel, or material necessary for service restoration
- Advise utilities of restoration assistance and resources available

In order to achieve 24/7 staffing, the Response Team and the Member Utilities must have accurate contact data, and the Response Team must establish a staffing plan and means to keep it current, and then communicate it to the Member Utilities. The Response Team may start activities virtually via e-mail or other communication methods. If the emergency requires a full “team response,” the Response Team Members may gather at the State EOC, a local EOC, or other designated location. The Response Team Members are responsible for the overall management of the ORWARN response. (See **Attachment L** for details and information about the reporting sites.) During a small event, the ORWARN Leader can assume the responsibilities of the Response Team Members.

Response Team Member Roles and Responsibilities

The ORWARN Response Team is organized to assist as part of a Multi-Agency Coordination (MAC) system when water sector utilities need support. At the county or state level the ORWARN Response Team may become part of an Area Command. The general responsibilities include the following (See **Attachment I: Response Team Member Checklist** for more detail):

- Coordinate and compile damage reports from utilities
- Coordinate damage assessment activities with other agencies, e.g., county emergency management agencies, utility engineers, etc.
- Log, track, and display damage assessment information
- Provide damage assessment information to the ORWARN Leader or designated resource coordination Response Team Member to facilitate incident prioritization
- Assemble and maintain information concerning critical facilities and special needs facilities associated with each utility included in the ORWARN Operational Plan

- Transmit Damage Assessment Reports to the other appropriate agencies, as requested
- Support mutual aid crews in the field interacting with the public to gather more information as the emergency unfolds, and methods to gather damage information
- Coordinate damage data with the state and FEMA responders to assist in the recovery process
- Act as a liaison to the Utilities Branch of the county, region, and/or state level emergency operation centers
- Identify one member of the ORWARN Response Team to represent ORWARN at the incident briefings and meetings
- Monitor the number of requests
- Identify possible sources of additional support for ORWARN Member Utilities
- Identify gaps in the requests and resources available

The ORWARN Response Team may coordinate various activities. The type of incident and extent of damage may determine exactly which activities are required. As the incident expands each ORWARN Response Team Member may be assigned to focus on just one activity (the **Attachment I: ORWARN Response Team Member Checklist** is formatted to facilitate this concept):

- Manage Damage Assessment Data
- Receive, Track, and Monitor Requests
- Coordinate Resource Orders
- Coordinate Staging Area Information.

SECTION 7: ORWARN Communication Tools

The primary communications tools available to the ORWARN Member utilities include the typical systems of landline telephone, cellular phone, fax, and e-mail. A unique aspect of the ORWARN program is use of the ORWARN Web site, which brings all of these systems together. The Web site includes a list of ORWARN Member utilities and the contact information for each Member utility.-

Radio Systems

Secondary communication tools are utility-owned radio systems. Radio is secondary due to the lack of interoperability between radios. Interoperability of radio systems would be optimal, but cannot always be achieved, due to expense. It is preferable that ORWARN Member utilities consider alternative plans to achieve the same result. ORWARN Member utilities can maintain a cache of additional radios to distribute to incoming mutual aid/assistance supervisors for communications during an emergency. Additionally, ORWARN Member utilities can consider HAM radio as an optional backup radio system.

Web Site

ORWARN operates a Web site (www.ORWARN.org) allowing Member utilities to access information before, during, and after an emergency. The Web site includes a public and Member-only side. The public side allows for promoting and marketing ORWARN and educating the general public on preparedness efforts of water/wastewater utilities. The Member-only side of the Web site allows access to information such as:

- ORWARN Emergency Notification Form (See **Attachment B**)
- Resource Requests (See **Attachment C** and **Attachment J** – AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual)
- Damage Assessment Reporting

As exercises and response actions modify the Operational Plan, the responsible ORWARN Steering Committee member updates Web site materials and procedures.

The ORWARN Web site allows a Member utility to identify resources directly and lists the contact information for Member utilities to contact one another to inquire about the availability of resources and request their use. Every six months Member utilities are encouraged to **print out** a hard copy of the database, so that when power or Internet is not available during an emergency, the data is still available. ORWARN Web sites' instructions should be included in this plan on how to access online information.

Questions during response can be addressed by calling Board members or Response Team contacts. Print out their contact information sheets from the Web site and keep them with the hard copy of database resources.

SECTION 8: After Action Report and Improvement Plan

After Action Report

After an exercise or an event, all ORWARN Members involved with mutual aid response are encouraged to meet and complete an After Action Report and consider creating an Improvement Plan. After action reviews and reports are typically carried out by ORWARN Member utilities who assisted in the ORWARN Response Team. The reviews and reports require input from all key players and groups involved in the response and recovery. Therefore, if the incident is small and only involves a small number of ORWARN Member utilities, then it may fall to the affected utility to carry out this step of the process. If the incident is large and involves many agencies and jurisdictions, the ORWARN Response Team Members may coordinate the after action review and report process among all the participants. In this case, the ORWARN Leader can ask to participate in the after action review at the state level.

Typically, the designated Member utility holds a debriefing to discuss the overall activities, state of affairs, and lessons learned. The debriefing reviews actions and activities from the response and recovery to the event. ORWARN Response Team Members can expect to provide a quick review of activities under their function and describe what went well for them, what did not work well, what steps can be taken to improve the situation, or other lessons learned. This meeting allows for open discussion of opportunities for improvement, actions taken and the decisions they were based on, and potential future improvements.

The designated Member utility collects responses during this meeting and assembles them in an After Action Report that briefly summarizes the actions taken during the response. The After Action Report can include a brief description of the incident, the actions taken, and what needs to change in the future.

The following list of questions addresses key aspects of response. (The list is not all-inclusive.) In summary, the questions focus on what went well, what did not go well, what needs to be improved, or other lessons learned. The following questions are examples of what may be asked as part of an After Action Report:

- Notification
 - What was the number and frequency of notifications?
 - Did the number and frequency provide an accurate operational understanding of the emergency?
- Activation
 - How did activation occur for utilities, ORWARN, and other stakeholders?
 - How quickly did “full” activation occur between stakeholders that responded?
 - How can the activation process be improved or streamlined?
 - Were the different departments (or jurisdictions and agencies) able to activate their plans and processes during this incident?
- Coordination
 - Were Member utilities well-coordinated and matched to assignments according to skill?
 - What can be done in the future to maximize available resources?
 - What went well? Were the goals met?
 - What went wrong and what was done to correct it?
 - What can be improved?
 - Were resources interoperable?
 - Were the resources that were requested the same as the ones that were delivered?

- Were databases used and are they interoperable across different workgroups and jurisdictions?
- Mobilization
 - Was the information gathered from notifications sufficient to accurately organize and prepare for mobilization?
 - How quickly did “full” mobilization occur between stakeholders that responded?
- Operational Support
 - What actually occurred at all levels of participation (timeline)?
 - What were the pre-event plans and processes for preparedness, response, recovery, and mitigation?
 - Did the plans and processes meet the need of jurisdictions and agencies responding to this event?
 - How accurately were resource requests anticipated and fulfilled?
 - How can procedures for pre-staging resources, making and fulfilling resource requests, tracking and reporting on resource status, and recovering resources be improved?
 - How accurately were personnel requests anticipated and fulfilled?
 - What were some success stories?
 - What areas need improvement to facilitate response in the future?
- Demobilization
 - Was a demobilization plan in place before the event? Was it followed?
 - What worked well?
 - What did not work well and were steps taken to address the situation?
 - What can be improved for the future and what options are available?
- Miscellaneous
 - What are some other lessons learned not captured above?

Improvement Plan

The After Action Report with the assessments and recommendations then serves as the basis for the Improvement Plan, which is sometimes referred to as a Corrective Action Plan. An Improvement Plan includes the broad recommendations for improvements, the agreed-upon corrective actions, a timeline for making the changes, and an assignment of responsibilities to individuals or organizations. Below are elements for an Improvement Plan:

- Measurable corrective actions
- Designated projected start date and completion date
- Corrective actions assigned to an organization and a point of contact within that organization
- Corrective actions continually monitored and reviewed as part of an organizational Corrective Action Program
- An individual can be elected or appointed to manage a Corrective Action Program to resolve corrective actions resulting from exercises, policy discussions and real-world events and support the scheduling and development of subsequent training and exercises

SECTION 9: Attachments

Attached are supporting documents, checklists, and forms used in response to an emergency.

Attachment A: Requesting Utility Checklist
Attachment B: ORWARN Emergency Notification Form
Attachment C: ORWARN Request and Authorization Form
Attachment D: Cost Estimator Worksheet
Attachment E: Mutual Aid/Assistance Coordinator Checklist
Attachment F: Staging Area Manager Checklist
Attachment G: Daily Briefing Considerations
Attachment H: Responding Utility Checklist
Attachment I: ORWARN Response Team Member Checklist
Attachment J: ORWARN Request Summary Sheet
Attachment K: Activity Log
Attachment L: State Emergency Operations Center/ORWARN Response Coordination Site
Attachment M: AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual

Attachment A: Requesting Utility Checklist

- Purpose:** The Authorized Representative of a utility that requires mutual aid and assistance is encouraged to use this checklist to track decisions and actions to request mutual aid and assistance. It is used in conjunction with other forms in this Operational Plan.
- Instructions:** Review Attachments A, B, C and D together. Complete actions in this checklist. Complete Attachment B and C forms.

NOTES

- ☐ Analyze the situation and determine the best alternatives to address the emergency.
 - Ensure a real need exists. Mutual aid/assistance is designed to augment resources already effectively committed.
- ☐ Using the resource types in the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual, determine resource and personnel needs that cannot be met by your utility that may be available through mutual aid/assistance.
- ☐ What non-utility agencies are responding to the emergency: law, fire, public works, state environmental, public health, emergency management, American Red Cross, etc.?
- ☐ Determine how significant the emergency is; does it include city, county, state, or federal resources?
- ☐ Has a local emergency been declared by the local government? Has the Governor declared an emergency? Has the President declared an emergency?
- ☐ Are normal electrical and natural gas services, vehicle fuel, and communications available?
- ☐ Complete **Attachment B: ORWARN Emergency Notification Form**, to inform utilities of the impact on your utility.
- ☐ Notify the local emergency management agency of your need for mutual aid/assistance.
- ☐ Contact neighboring utilities with which your utility has a local mutual aid/assistance agreement. Provide them the completed **Attachment B: ORWARN Emergency Notification Form**.
- ☐ If assistance is not available from neighbors, identify other ORWARN Member utilities to determine if they are also affected by the emergency or can provide the mutual aid/assistance. Continue the process until you locate a utility. If the ORWARN Response Team is established, contact the team.
- ☐ If you locate a utility that can send aid, discuss the conditions of the utility, what is needed, and initiate **Attachment C: ORWARN Request and Authorization Form**. The Responding Utility estimates costs using **Attachment D: Cost Estimator Worksheet** which will help determine cost estimates required in Attachment C. Attachments C and D are returned to you for final approval of acceptance of the aid.
- ☐ As needed, identify a person at your utility to manage all incoming mutual

aid/assistance. The Mutual Aid/Assistance Manager can use **Attachment E: Mutual Aid/Assistance Coordinator Checklist**.

- ☐ Once mutual aid/assistance is deployed, notify the local emergency management authority of the arrangements for incoming resources.
- ☐ Notify local utility unions of incoming mutual aid/assistance and identify the process for assigning work between utility staff and mutual aid/assistance teams.
- ☐ As systems return to near normal begin to determine when to demobilize mutual aid crews.
- ☐ Demobilization
Follow standard ICS practices of demobilization, including:
 - On small incidents, the demobilization process may be quite simple, and can be handled by an Authorized Representative
 - On larger incidents, a Response Team Member can be designated to develop a Demobilization Plan
 - Capture personnel evaluations and identify future tactical resource needs

If a formal Demobilization Plan is indicated, ensure that it includes the following five sections:

- General Information
- Responsibilities
- Release Priorities
- Release Procedures
- Directory (maps, phone listings, etc.)

While preparing to demobilize the requesting utility needs to:

- Collect damage and response cost figures
- Accept bill(s) from responding utilities
- Provide payment, according to the ORWARN Agreement
- As appropriate, submit for FEMA or other reimbursement mechanisms

- ☐ Post demobilization:
 - Collect names of mutual aid/assistance teams and supervisors
 - Send letters of thanks
 - Request input for After Action Report
 - Send copies of After Action Report

Attachment B: ORWARN Emergency Notification Form

Purpose: The Authorized Representative needs to provide written information regarding emergency, sense of urgency, and conditions.

Instructions: Complete form by checking boxes or circling where appropriate. Provide level of detail available. Complete Section 1 of Attachment C and forward both Attachment B and C to city/county and/or ORWARN Utility Member.

| | | | |
|---|---------------------------------------|--|------|
| INCIDENT | | | |
| Date/Time: | | | |
| Utility Name: | | Type: Water or Wastewater Utility | |
| City and County: | | General Phone Number: | |
| Authorized Representative Name: | | Title: | |
| E-mail: | | Cell Number: | Fax: |
| General Location of Emergency: | | Agencies Responding: Law Enforcement / Fire / Public Works | |
| Declaration of Local Emergency made by local government: Yes or No | | | |
| If Yes, when and by whom: | | | |
| TYPE OF EMERGENCY (check all that apply) | | | |
| <input type="checkbox"/> Contamination | <input type="checkbox"/> Earthquake | <input type="checkbox"/> Fire | |
| <input type="checkbox"/> Flood | <input type="checkbox"/> Hurricane | <input type="checkbox"/> Ice Storm | |
| <input type="checkbox"/> Tornado | <input type="checkbox"/> Other | | |
| DAMAGE (check all that apply) | | | |
| <input type="checkbox"/> Storage | <input type="checkbox"/> Treatment | <input type="checkbox"/> Waste Collection | |
| <input type="checkbox"/> Water Aqueduct System | <input type="checkbox"/> Water Supply | <input type="checkbox"/> Water Distribution System | |
| Describe Damages: | | | |
| # of Customers Affected: | | | |
| Operational Status: Boil Water Notice/Advisory Do Not Use Notice/Advisory Do Not Drink/Advisory Not Operating Status Unknown | | | |
| Power Sources: Power is operational Power is out Generator power | | | |
| Damage area: Accessible Under water Inaccessible due to debris | | | |
| Communications Operating: Landline Cell Satellite Radio (what band) | | | |
| MUTUAL AID REQUIRED: Yes No If yes, initiate Attachment C, ORWARN Request and Authorization Form: | | | |
| Form Completed By Authorized Rep: | | | |
| Name: | | Title: | |
| Signature: | | | |
| Phone Number: | | Cell Phone: | |

Attachment C: ORWARN Request and Authorization Form

Purpose: Authorized Representative of both the requesting and responding Utility Member can track approved cost associated with sending/receiving mutual aid and authorizing deployment and reception of the assistance. This form is used with Attachment B when a Responding Utility is located and agrees it has resources to send.

Instructions: Requesting Utility fills out Part I of this form completely. Attaches it to completed Attachment B and forwards it to the Responding Utility who completes Part II. The Responding Utility can use Attachment D as a worksheet to determine the cost estimates requested on this form. The form is returned to the Requesting Utility to authorize acceptance of the aid and negotiated cost identified by the Responding Utility. Once the Requesting Utility completes Part III a copy is returned to the Responding Utility for record keeping. A copy is also sent to the ORWARN Response Team for completing their documentation and notation in Part IV.

| Part I TO BE COMPLETED BY THE REQUESTING UTILITY | | | | |
|---|----------|------|----------------------------------|-------------|
| Dated: | Time: | hrs | From the County of: | |
| Contact Person: | | | Telephone: | Fax: |
| ORWARN Member Utility: | | | Authorized Rep: | |
| Type of Emergency & Impact to Utility: | | | | |
| Personnel, Expertise, Equipment & Material Needed (Follow terminology in AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual): | | | | |
| Preferred Resources Requested (Follow resource types in AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual): | | | | |
| Single Resource | Team | Kind | Type | Description |
| | | | | |
| | | | | |
| Date & Time Resources Needed: | | | Staging Area: | |
| Approximate Date/Time Resources To Be Released: | | | | |
| Requesting Authorized Rep: | | | Req. Authorized Rep's Signature: | |
| Title: | Utility: | | Request No: | |
| Part II TO BE COMPLETED BY THE RESPONDING UTILITY | | | | |
| Contact Person: | | | Telephone: | Fax: |
| Type of Personnel, Expertise, Equipment & Material Available (Follow terminology in AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual) | | | | |
| Preferred Resources Deployed (Follow resource types in AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual): | | | | |
| Single Resource | Team | Kind | Type | Description |
| | | | | |
| | | | | |

| | | | |
|--|--------------------------------|---|--|
| Date & Time Resources Available From: | | To: | |
| Staging Area Location: | | | |
| Estimated Total Costs To Send Requested Assistance: \$ | | | |
| Trans. Costs from Home Utility to Staging Area: \$ | | Trans. Costs to Return to Home Utility : \$ | |
| Care, Shelter, Feeding Costs Required For Response: \$ | | | |
| Responding Authorized Rep: | | Res. Authorized Rep's Signature: | |
| Title: | | Utility: | |
| Dated: | Time: hrs | Request No: | |
| Part III REQUESTING UTILITY CONFIRMATION AND APPROVAL | | | |
| Authorized Rep Name: | | Location: | |
| Signature | | | |
| Dated: | Time: hrs | Request No: | |
| Part IV ORWARN COORDINATION (as needed) | | | |
| ORWARN Rep: | | Location: | |
| Signature | | | |
| Dated: | Time: hrs | Request No: | |
| Additional Information: | | | |
| MISCELLANEOUS ITEMS / OTHER INFORMATION | | | |

Attachment D: Cost Estimator Worksheet

Purpose: The Authorized Representative of a Responding Utility uses this form to determine costs associated with sending mutual aid/assistance.
Instructions: Identify costs associated with deploying assistance. Complete information requested by this form, which can be used in Microsoft Excel.

| 1. TEAM/PERSONNEL/EQUIPMENT | | Requested ¹ : | | | | | | | | | |
|---|-------------|--------------------------|--|---|--|--|--|---|---|---|---|
| | | <u>Position(s)</u> | <u>Reg Salary</u> <u>Hourly Rate</u> | <u>Fringe</u> <u>Benefit</u> <u>Hourly Rate</u> | <u># of Reg</u> <u>Hours</u> <u>Worked per</u> <u>Day</u> | <u>Overtime</u> <u>Salary</u> <u>Hourly Rate</u> | <u>Fringe</u> <u>Benefit</u> <u>Overtime</u> <u>Hourly Rate</u> | <u># of OT</u> <u>Hours</u> <u>Worked per</u> <u>Day²</u> | <u># of</u> <u>Days on</u> <u>Mission</u> | <u>Total</u> <u>Daily</u> <u>Cost</u> | <u>Total</u> <u>Mission</u> <u>Cost</u> |
| Personnel (insert lines above subtotal as needed) | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | 12 | | \$0.00 | \$0.00 |
| | | | | | | | | | Subtotal: | \$0.00 | \$0.00 |
| Notes: | | | | | | | | | | | |
| Equipment (insert lines above subtotal as needed) | <u>Item</u> | | <u>Hourly</u> <u>Rate³</u> | <u>No. of Hours</u> | <u>Total</u> | | | | | | |
| | | | | | \$0.00 | | | | | | |
| | | | | | \$0.00 | | | | | | |
| | | | | | \$0.00 | | | | | | |
| Commodities/Materials (insert lines above subtotal as needed) | | | | Subtotal: | \$0.00 | | | | | | |
| | <u>Item</u> | | <u>Unit Cost</u> | <u>Quantity</u> | <u>Total</u> | | | | | | |
| | | | | | \$0.00 | | | | | | |
| | | | | | \$0.00 | | | | | | |
| | | | | | \$0.00 | | | | | | |

Attachment E: Mutual Aid/Assistance Coordinator Checklist

Purpose: Authorized Representative of both requesting and responding Member Utility or staff appointed to coordinate incoming mutual aid/assistance resources use this checklist to ensure mutual aid/assistance resources are prepared for deployment.

Instructions: Review this checklist as ongoing discussion between Requesting and Responding Utility occurs. Put notes in the right-hand column.

Staging Area

- ☐ Identify a location outside the immediate impact area to serve as a Staging Area.
 - What is the address of the Staging Area?
 - What is the Staging Area Manager's Name?
 - What is the Staging Area Manager's Contact Information?
 - What services will be available at the Staging Area?
 - Are supplies and personnel available to repair heavy or light equipment?
 - Does responding utility need to bring a mechanic, tools, equipment and supplies?
 - Are tire repair services available?
 - If not available are commercial services available?
 - Are fuel services available (gasoline and diesel)?

Transportation Impacts

- ☐ From the Requesting Utility gather responses to the questions in the top row in each of the following areas.

| | Which interstates or highways are open nearby each area? | Does debris hinder access near or to each area? | Which train or rail systems are operational nearby each area? | Which airports are operational? |
|--------------------------|--|---|---|---------------------------------|
| Staging Areas | | | | |
| Utility Service Yards | | | | |
| General Work Areas | | | | |
| Lodging / Hotel Areas | | | | |
| Shelter Facilities | | | | |
| Feeding Operations Sites | | | | |
| Restaurants and Stores | | | | |

Communications Impacts

- ☐ From the Requesting Utility gather responses to the questions in each of the following areas.

| | Are landline telephone systems operational? | Are cell phone systems operational? | Are satellite phone systems operational? | Are utility radio systems operational? | Is the Internet operational? |
|--------------------------|---|-------------------------------------|--|--|------------------------------|
| Staging Areas | | | | | |
| Utility Service Yards | | | | | |
| General Work Areas | | | | | |
| Lodging / Hotel Areas | | | | | |
| Shelter Facilities | | | | | |
| Feeding Operations Sites | | | | | |
| Restaurants and Stores | | | | | |

Utility Impacts

- ☐ From the Requesting Utility gather information on how utility outages are affecting each of the following areas.

| | Electrical outages | Natural gas outages | Potable water outages | Wastewater outages |
|--------------------------|--------------------|---------------------|-----------------------|--------------------|
| Staging Areas | | | | |
| Utility Corp Yards | | | | |
| General Work Areas | | | | |
| Lodging / Hotel Areas | | | | |
| Shelter Facilities | | | | |
| Feeding Operations Sites | | | | |
| Restaurants and Stores | | | | |

Field Response Operations

- ☐ Have curfews or other conditions been enforced by local government that might affect movement to and from worksites, feeding locations, and lodging?
- ☐ Identify additional communications operability:
- Does requesting utility have satellite phones to provide responding utility?
 - Does requesting utility have local portable cell phone systems (temporary, mobile cellular systems)?
 - If operational, how does the utility communication system function?
 - What frequency does the requesting utility operate on?

- Will Requesting Utility provide their radios to Responding Utility?
 - If yes, are radios available at the Staging Area?
 - If there are not enough radios to give to all Responding Utility staff, are there enough radios to give to the Responding Utility supervisors?
 - Does Requesting Utility use amateur radio equipment for emergencies? If yes, is equipment available?
- What navigation issues should the responding utility be aware of?
 - Are street signs in place?
 - Are utility maps available (hardcopy or electronic)?
 - Do utility maps include GPS coordinates?
 - Are GPS units available?
 - Are maps and/or GPS units going to be available at the Staging Area?
 - Are interstates and highways open?
- What sanitation services are available in the field?
 - Water for drinking
 - Water for sanitation
 - Restroom (e.g. using port-a-potties)
- What debris clearance equipment is needed?
 - Are chainsaws required to provide response and repairs?
 - Are other debris clearance equipment or tools required?
- Identify financial services capabilities:
 - Are ATMs functional?
 - Are credit cards being accepted locally?
 - Are banks open?
 - Is cash the only source of payment? If yes, what is recommended amount of cash to bring?
 - Are coins needed for laundry or other services?

Care and Shelter

- What accommodations are available?
 - Hotels
 - Fire Base Camp
 - County/State Sponsored Base Camp
 - Utility Temporary Shelter
 - Outside Agency Housing
 - If yes, what is the name of the agency (e.g. American Red Cross, faith-based organization, etc.)
 - None - Responding Utility must be self-sufficient.
- How are arrangements being addressed?:
 - Who is arranging for rooms? Requesting or Responding Utility?
 - Who is paying for rooms? Requesting or Responding Utility?
 - How far are the arrangements from the staging area?
 - How far are the arrangements from the work area?

- Where is it located (address):

☐ What amenities are available at the available sites?

| | Hotel | Incident Base Camp | County or State Base Camp | Utility Temporary Shelter | Red Cross or other Shelter | Campgrounds |
|--|-------|--------------------|---------------------------|---------------------------|----------------------------|-------------|
| How far from work areas? | | | | | | |
| Has feeding operations available on site? | | | | | | |
| Has potable water for drinking? | | | | | | |
| Has water for bathing? | | | | | | |
| Has water for sanitation? | | | | | | |
| Has operating restrooms? | | | | | | |
| Requires use of portable toilets? | | | | | | |
| Has operating showers? | | | | | | |
| Has beds or cots? | | | | | | |
| Has bedding? | | | | | | |
| Has a functional laundry facility? | | | | | | |
| Has a functional laundry facility nearby? | | | | | | |
| Has or allows portable emergency generator power? | | | | | | |
| Fuel (or diesel) is available nearby for generators? | | | | | | |
| Nearby campgrounds have water and sewer hook ups? | | | | | | |

☐ Determine feeding operations.

- Are restaurants available in or around the work area or lodging area?
 - How far do the responders need to travel?
 - Who is paying for the meals when ordered? Responding or requesting utility?
- Does requesting utility have alternate feeding operations in place?
 - Mobile canteen
 - Services from American Red Cross or faith-based organization (if so, specify who)
 - Contract services
- Are grocery stores open?

- If yes, how far are grocery stores from work site or lodging?
- Is rationing in place?
- Are grocery stores limited in stock?
- If grocery stores are available, what support services are available?
 - Cooking facilities with functional utilities?
 - Refrigeration systems local to work site, staging area, or lodging?
 - Ice deliveries in operation or available?

Employee Safety Measures

- ☐ What is the expected temperature and humidity?
 - Is special weather gear required?
- ☐ What personal protective equipment is needed beyond basic equipment (hard hat, safety vest, safety shoes, mud boots, work gloves, raingear and eye and ear protection)?
- ☐ What additional exposures may responders encounter (e.g. significant odors, contamination, etc.)?
- ☐ What personal inoculations should be considered?
 - Tetanus
 - Hepatitis A or B
 - Flu
 - Other _____, _____, _____
- ☐ Are hospitals functional?
- ☐ Are paramedic and/or ambulance services functional?
- ☐ How significant is the disaster to the public?
 - Significant damage due to incident (e.g. many homes destroyed, off foundations, etc.)?
 - Significant emotional impact due to loss of life or suffering?
 - What is chance of finding deceased humans?
 - What is chance of finding significant numbers of dead livestock or pets?
- ☐ Are trained incident stress debriefing teams available?

Documentation

- ☐ Requesting Utility has electronic or hard copy means of tracking employee hours, materials used, and other documentation?
- ☐ Requesting Utility has means to accept digital photography for documentation?
- ☐ Requesting Utility optimizes use of ICS forms and documentation?
- ☐ Requesting Utility has method to track costs for FEMA reimbursement?

Reimbursement Process

- ☐ Request Cost Estimate of responding resources prior to approving their deployment. (See **Attachment D** for details.)
- ☐ Approve or disapprove costs prior to requesting deployment.
- ☐ Identify means for managing injury claims.

Name of Person Completing Checklist:

Title of Person Completing Checklist:

Date/Time:

Attachment F: Staging Area Manager Checklist

Purpose: Personnel assigned to coordinate the arrival of mutual aid/assistance at a remote location near the event needs to track actions to support mutual aid/assistance.

Instructions: Complete actions in this checklist. Complete Attachment H and I as needed.

General Duties

- ☐ Establish Staging Area layout.
- ☐ Draw a map of the area; consider using spray paint to mark areas.
- ☐ Establish Check-In function for personnel in coordination with the EOC.
- ☐ Establish Check-In function for supplies and resources in coordination with the EOC.
- ☐ Identify resources that may be needed to initiate, sustain, and demobilize the efforts required during an emergency operation.
- ☐ Dispatch resources at the Operations Section Chief's request.
- ☐ Maintain records of all resources entering, deployed to, and demobilized from the staging area.
- ☐ Coordinate with the Logistics Section for temporary feeding, fueling, and sanitation services as needed to support the Staging Area.
- ☐ Provide for the mechanical, technical, and maintenance needs of the resources requested or required.
- ☐ Respond to requests for resource assignments.
- ☐ Ensure the safety of personnel and equipment in the staging area.
- ☐ Obtain and issue radios and other supplies as required.
- ☐ Provide the EOC with status information of personnel, equipment, and supplies in the Staging Area.
- ☐ Provide for the orderly demobilization of resources as the incident command structure is dissolved.

**READ ENTIRE CHECKLIST AT START-UP AND
AT BEGINNING OF EACH SHIFT**

Checklist Actions

Start-Up Actions

- ☐ Determine any immediate unmet needs and/or outstanding resource requests for staging.
- ☐ Proceed to Staging Area.
- ☐ Post areas for identification and traffic control.
- ☐ Establish check-in procedure/forms for arriving resources, keep all receipts.
- ☐ Set up communications between the EOC and the staging area(s).
- ☐ Staff staging areas with additional personnel to load, unload, stock, deliver, and distribute supplies and keep pertinent records.
- ☐ Obtain and issue radios and other supplies needed for staging area operations as needed.
- ☐ Request personnel through the EOC.
- ☐ Determine any support needs for equipment, feeding, sanitation, and security. Request maintenance service for equipment at Staging Area as appropriate.
- ☐ Keep a log of items requested and check to see that they have been ordered, sent, received, and distributed to the requesting individual. (This MUST be done continually to ensure that requests are filled as expeditiously as possible).
- ☐ Respond to request for resource assignments.
- ☐ Dispatch resources as requested.
- ☐ Notify the individual that requested the item of the status of the resource request:
 - ☐ Date and time of delivery of goods and material.
 - ☐ Delivery site.
 - ☐ Type and quantity of goods and material to be delivered as well as any items that are not available.
- ☐ Obtain and issue receipts for radio equipment and other supplies distributed and received at Staging Area.
- ☐ Frequently determine required resource levels from the Operations Section Chief.
- ☐ Advise the Operations Section Chief when reserve levels reach minimums.
- ☐ Maintain and provide status to Resource Unit of all resources in Staging Area.
- ☐ Maintain Staging Area in safe and orderly condition.
- ☐ Ensure all personnel time and costs are tracked for reimbursement.
- ☐ Document:

- Messages received
- Action taken
- Decision justification and documentation
- Requests filled

Deactivation

- ☐ Deactivate Staging Area Manager and staging area(s) when no longer required.
- ☐ Provide for the orderly demobilization of resources as the incident command structure is dissolved.
- ☐ Ensure any unfinished business is completed before leaving or passed on to Logistics.
- ☐ Ensure any required forms or reports are completed prior to your release and departure.
- ☐ Be prepared to provide input to the After-Action Report.
- ☐ Deactivate your section and close out logs when authorized by Logistics.
- ☐ Demobilize Staging Area in accordance with Incident Demobilization Plan.
- ☐ As necessary, give the EOC Manager a forwarding phone number where you can be reached.

Attachment G: Daily Briefing Considerations

Purpose: Field Supervisors utilize this list as a starting list of considerations for Daily Staff briefings with mutual aid/assistance responding teams.

Instructions: Complete actions in this checklist.

- ☐ Provide schedule of briefings for daily work assignments.
- ☐ Provide a status report on current conditions, status of systems and repairs, as well as any other event-specific updates.
- ☐ Provide information or resources to establish communication between the supervisor of incoming teams and supervisor of your utility.
- ☐ Provide system maps and work assignments.
- ☐ Explain current field conditions and safety requirements.
- ☐ Review key standards your utility uses for pipe repairs, fittings, and distribution methods.
- ☐ Identify critical equipment that may need to be used to complete the repairs.
- ☐ Identify locations and purchasing procedures for fuel, supplies, and parts.
- ☐ Where are contaminated soil(s) to be placed or relocated?
- ☐ Provide necessary forms required for documentation.
 - Work Hours/Overtime
 - Materials/Resources Expensed
 - Worksite Repair Information
- ☐ Review work hours, breaks, and respite facilities available in the field.
- ☐ Review where emergency medical attention can be received and reporting procedures for injuries.

Attachment H: Responding Utility Checklist

Purpose: The Authorized Representative of a Responding Utility may track actions to deploy mutual aid/assistance.

Instructions: Complete actions in this checklist and make notes in right-hand column.

NOTES

- ☐ **If notified of emergency prior to a request for assistance, contact the ORWARN Response Team if activated to inform them of availability.**

- ☐ **When a request for aid/assistance arrives, assess request.**
 - Review types of damage and what teams may be expected to deal with (size/type of pipe repairs, etc.). (See **Attachment B.**)
 - Nature of the emergency

 - Impact on the utility

 - Has an emergency been declared by local government?

 - Have curfews or other conditions been enforced by local government that might affect movement to and from worksites, feeding locations, and lodging?

 - Determine resource type requirements, evaluate the following needs to select the appropriate resource typing team in the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual:
 - Desirable personnel skills and certification

 - Resource type and capability

 - Determine appropriate materials to accompany the teams

 - Estimate length of time aid/assistance is required

 - Determine method of care and shelter for personnel and resources
 - Review **Attachment E: Mutual Aid/Assistance Coordinator Checklist** with Requesting Utility

- Confirm billing rates for use of personnel and equipment
- Review types of resources needed, materials needed, number of teams needed, and skills required.
 - Identify equipment operation qualification requirements:
 - Security and storage of service vehicles and equipment
 - Identify reporting location
 - Identify Point of Contact at the location
 - Identify designated supervision methodology
 - Responsibility for equipment security
 - Procedures for returning equipment to requesting utility
 - Equipment transfer, inspection, and contact information
 - Licensing requirements for transport
 - Transportation and other equipment's fuel considerations
 - Managing lost, damaged, destroyed, or stolen equipment
- How long are teams needed? Is there need for "relief" teams for first set of teams?
- How does sending teams affect your utility current operations?
- **Review reimbursement expectations and process.**
- **Prepare documentation on the costs associated with sending the assistance, and submit it to the requesting utility. (See Attachment D.)**
 - Be clear on how teams would be sheltered and fed. Identify any risk associated with shelter or feeding.
 - Notify elected officials.
- **Review request to determine what aid/assistance the responding utility can provide. Confirm approval from utility management to provide**

aid/assistance.

□ **Complete pre-deployment personnel activities.**

- Identify an Incident Commander in charge of the deployment team. Appoint General Staff (Operations, Planning, Logistics and Finance) to manage the deployment of the team. (Upon arrival at the destination utility, report to the Staging Area as the Utility Representative. The deployment team Incident Commander may be reassigned as a unit supervisor within the operations section.)
- Identify how teams are selected. Identify specialized work rules. Review with any union leadership.
- Identify a communications plan for teams. How do they communicate with each other, the borrowing agency, and family?
- Identify teams for travel.
- Conduct review with teams. Review:
 - Level of disaster and impact on community to prepare teams emotionally
 - Conditions and potential for contamination and personal protective equipment needs
 - Logistics arrangement for care, shelter, feeding, etc.
 - Communication plan
 - Employee work rules
 - Medical considerations and needs for inoculation
 - Incident Command System (ICS)
 - Documentation protocols

□ **Prepare resources for deployment:**

- Inspect vehicles for travel and equipment use.
- Inventory and standardize stock of equipment and supplies on vehicles.
- Send a mechanic with teams and equipment.
- Ensure emergency food and water is present on all vehicles.
- Ensure availability of first aid kits and other emergency supplies.

- **While teams are away:**
 - Check daily with supervisor.
 - Review costs associated with assistance.
 - Review the number of hours each team is working. How long will work last?
 - Identify problems with lodging or feeding.
 - Provide daily summary of events to the General Manager.
- **While preparing to demobilize, the responding utility is responsible to:**
 - Deliver documentation collected during response to the requesting utility
 - Return all resources to the requesting utility that the responding utility may have in their possession
 - Return any sensitive or confidential information to the requesting utility
 - Collect all information on expenses and process it through the requesting utility finance and administration staff. Information includes:
 - Injury reports (if applicable)
 - Timesheets
 - Material purchases
 - Resource usage
 - Submit bills for services as appropriate, according to the ORWARN Agreement
- **Upon return:**
 - Hold debriefing with the supervisors within seven days.
 - Hold debriefing with all teams within 14 days. Include General Manager or other appropriate staff.
 - Identify lessons learned.
 - Identify problems and successes.
 - Review hours worked and efforts made.
 - Provide feedback to requesting agency.
 - Review ideas to improve own readiness.
- **Within 60 days:**
 - Prepare a report of events to present to the General Manager.
 - Submit bill for personnel and other costs for mutual aid/assistance response.

Attachment I: ORWARN Response Team Member Checklist

Purpose: Trained Utility Members staff who will act as part of the ORWARN Response Team use this checklist to track actions and operate as a ORWARN Response Team.

Instructions: Complete actions in this checklist. Arrive at ORWARN Response Team location.

- ☐ Once notified of need to activate the ORWARN Response Team, make travel arrangements to the designated utility coordination site;
- ☐ Make lodging arrangements (see Appendix N for nearby locations);
- ☐ Bring all necessary personal items with you for the period of time requested; and
- ☐ Follow directions to get to the designated location provided in Appendix N.

Once you have reached the utility coordination center, complete the following:

Startup activities

- ☐ Sign in and identify self at security point check in;
- ☐ Check in with the ORWARN Leader to receive an initial briefing on the general situation and immediate tasks to be performed. Briefing should:
 - Detail nature and extent of emergency;
 - Identify extent of affected utilities and status;
 - Describe nature of assignment;
 - Provide status report update and criteria; and
 - Identify contact person to receive the information.
- ☐ Review any posted information and Incident Briefing forms IS 200, 201 and 202 for critical contact information;
- ☐ Review or open and maintain an Activity Log (see **Attachment K**). At a minimum, the Activity Log should record the following for each utility contacted:
 - Date and time;
 - Contact name and number;
 - Communications/coordination received/made; and
 - Follow-up required/completed.

Communications recorded should include conversations in which decisions were reached, instructions given or received, and vital information exchanged.

- ☐ Contact utilities in affected areas to determine situation and any assistance that may be required;

- ☐ Alert the ORWARN Leader of emerging issues or concerns you perceive as “sensitive”;
- ☐ Keep all related status boards up-to-date;
- ☐ Coordinate with the ORWARN Leader regarding your shift commitment and assist in identifying Utility Representatives to relieve you at the end of your shift;
- ☐ Provide comprehensive shift turnover briefing; and
- ☐ As questions arise, contact the ORWARN Leader for direction.

General activities

Support the ORWARN Leader by providing specific utility knowledge and sector representation by doing the following activities:

- ☐ Provide regular updates to the ORWARN Leader with significant changes in utilities’ status;
- ☐ Contact and receive calls from utilities in affected areas of the emergency regarding damages to services/infrastructure;
- ☐ Determine utility-specific resource and/or information needs;
- ☐ Maintain logs, Status Boards, and prepare Status Reports;
- ☐ Identify:
 - extent and type of customer and infrastructure damage;
 - general geographic location of utility outages;
 - expected duration of outages;
 - numbers of customers affected by county; and
 - resource requirements and/or information needs.
- ☐ Assist utilities in procuring resources, personnel, and provisions necessary for restoration of services;
- ☐ Communicate utility damage information and restoration priorities between government agencies and utilities, as necessary;

- ☐ Ensure regular updates to the ORWARN Leader on restoration concerns;
- ☐ Assist with inter-utility response coordination;
- ☐ Facilitate utility mutual aid/assistance as necessary/requested;
- ☐ Serve as liaison between utilities and emergency management for extraordinary assistance;
- ☐ Through the ORWARN Leader, provide utility Status Reports and special needs requests as indicated; and
- ☐ Perform additional duties to support the utility sector as requested by the ORWARN Leader.

Shift briefings should occur between the outgoing and incoming representatives and at a minimum include the following:

- ☐ Alerts to any safety related issues that could impact utility personnel;
- ☐ A review of the Activity Log with particular emphasis given to the follow-up columns;
- ☐ Immediate tasks to be performed that have either been assigned by the ORWARN Leader or required by the follow-up information on the Activity Log;
- ☐ A review of the current Utilities Outage and Restoration Status Report; and
- ☐ A review of special key contact names and numbers outside of the Emergency Directory developed during event communications.

Mutual Aid / Assistance Request

If mutual aid/assistance is needed, record the following:

- ☐ Name and contact information of utility representative;
- ☐ Utility name and type;
- ☐ Specific resource personnel/resources need;
- ☐ Specify required certification or specification;
- ☐ Date/time needed;
- ☐ Impact if delayed;
- ☐ Delivery point of resource;

- ☐ Logistical arrangements for any incoming personnel;
- ☐ Access routes into the affected area(s);
- ☐ Estimated duration of operations; and
- ☐ Risks and hazards.

Stand Down Activities

- ☐ Under direction of the ORWARN Leader to “stand down,” prepare a situation status report about the utilities you represent, including estimated outages, restoration and damages;
- ☐ Provide briefing to the ORWARN Leader;
- ☐ Remain available by phone to respond if activation staffing is increased; and
- ☐ Sign out.

Shut Down Activities

- ☐ Under direction of the ORWARN Leader to “shutdown”, return all non-expendable items and identify items that need to be replaced;
- ☐ Complete reports. Provide briefing on completed items and identify follow up items;
- ☐ Assist in returning all equipment to storage location;
- ☐ Sign out; and
- ☐ Be available to participate in After Action Report Reviews.

Attachment K: Activity Log

Purpose: ORWARN Response Team members use this form (adapted from ICS 214) to track actions to request mutual aid/assistance. All Member Utilities are encouraged to do the same.

Instructions: After reviewing the appropriate checklist for the task you are completing, complete boxes 1 – 3 with requested information. Put your response title in box 4. In box 5 note who you report to. In box 6 note what response time are you operating in. In box 7 note the personnel that are assigned to you, the position they fill and the utility from which they come (if different from yours). In box 8 track major activity you complete according to time of day using 24 hour clock. Put your name and title in box 9 once form is complete.

| | | | | |
|---|------------------------------------|------------------------|-----------------------|------------------|
| ORWARN Coordination Activity Log | | 1. Incident Name | 2. Date Prepared | 3. Time Prepared |
| 4. Unit Name/Designators | 5. Unit Leader (Name and Position) | | 6. Operational Period | |
| 7. Personnel Roster Assigned | | | | |
| | Name | Response Team Position | Home Utility | |
| | | | | |
| | | | | |
| 8. Activity Log | | | | |
| | Time | Major Activity | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 9. Prepared by (Name and Position) | | | | |
| | | | | |
| All Times – Local 24 Hour Clock | | | | |

Attachment L: State Emergency Operations Center/ORWARN Response Coordination Site

Purpose: ORWARN Response Team Members if activated, need to know where to report at the county, state region, or state operations center. The following sample can be modified by each ORWARN.

Instructions: Use the following information to locate housing and feeding locations during your re-location to the pre-designated site as part of the ORWARN Response Team if activated.

State Operations Center (SOC)

Closest Airport: Timbuktu

Address: 12121 Albatross Lane
Almanor, CA 91212

Phone number: 123-456-7890



Figure 1: State EOC

Driving directions: Highway to Almanor. Take exit to Confusion Drive. Take 2nd right and you're there.

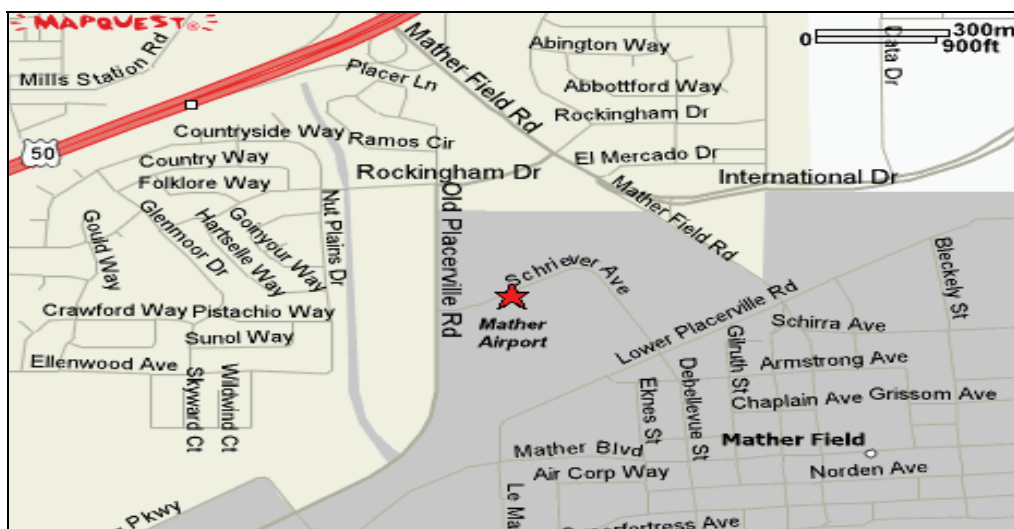


Figure 2: State Operations Center Location

Local Hotels Addresses and Phone Numbers:

Extended Stay America

1-800-398-7829
10721 Rocky Road
Almanor, CA

Best Inn

916-363-3344
3240 Rather Road
Almanor, CA

Holiday Inn Hotels

916-635-0666
11131 Folsom Prison
Alligator, CA

Courtyard by Marriott

1-800-321-2211
10683 Rocky Road
Almanor, CA

Local Restaurants and Eateries:

Togo's Eatery

2800 Zinfandel Drive
Albatross, CA 95670

Rudy's Hideaway Inc

12303 Folsom Prison Way
Angora, CA 95742

Luau Garden Chinese & American Buffet

1931 Zinfandel Drive
Albatross, CA 95670

Ruffino's Ristorante

10113 Folsom Prison Way
Angora, CA 95670

Botan Sushi

2827 Zinfandel Drive
Alligator, CA 95670

Las Palmas Mexican Restaurant

10339 Folsom Prison Way
Alphalpha, CA 95670

Attachment M: AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual

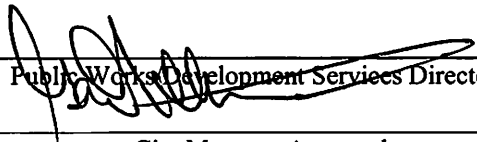
Insert a copy of the AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual here.

CITY OF BROOKINGS

Council Agenda Report

Meeting Date: July 10, 2017

Originating Dept: PWDS



Public Works Development Services Director

City Manager Approval

Subject: USDA-RD funding of Capital Improvement Fund approved Wastewater Facilities projects.

Recommendation: Authorize the City Manager to execute Dyer Partnership Task Order 78 to provide a Preliminary Engineering Report and an Environmental Report for assorted wastewater projects approved in the Wastewater Capital Improvement Plan.

Financial Impact: \$48,604 to be paid with wastewater SRF funds

Reviewed by Finance & Human Resources Director: 

Background/Discussion: The Wastewater Facilities Plan (WWFP) was completed in February 2016. The WWFP provides a comprehensive review of the water treatment plant, the wastewater collection system, and lift stations. The WWFP generally describes the condition of the entire sewage system and provides alternative projects with cost estimates that are intended to address portions of the system that are:

- Out of compliance with
 - State Law
 - The National Pollution Discharge Elimination System Permit
 - City Standards
- Worn out and need to be replaced
- Undersized
- Identified as portions experiencing excessive Infiltration and Inflow (I/I)

From the WWFP, a Capital Improvement Plan (CIP) is developed. The CIP identifies the most urgent projects to complete and the estimated cost.

This process is comprehensive. However, projects identified in the CIP are often unfunded. This is the case with the Wastewater CIP. The US Department of Agriculture – Rural Development agency has loan funds available to fund some of the most important and most needed improvements. The interest rates are designed to be as low as possible. To secure the reduced rate funding it is necessary to provide a Preliminary Engineering Report (PER) and an Environmental Report (ER).

Attachment 1 is a proposal from The Dyer Partnership to provide a USDA-RD compliant PER and ER to the City of Brookings and provide an essential component for securing the loan funds.

Attachment(s):

- a. The Dyer Partnership Task Order No. 78

TASK ORDER No. 78
City of Brookings
Wastewater Environmental Review Report

SCOPE OF WORK: The City currently has a Wastewater Facilities Plan which identifies capital improvement projects. The City would like to apply for financing for some of the recommended improvements. To qualify for potential funding, the City must submit a Preliminary Engineering Report (PER) to the funding agencies, and the report must conform to their report guidelines. The City must also complete a Wastewater Environmental Review Report (WERR) for the proposed improvements listed in the PER.

The emphasis of the environmental review will be on areas where additional capacity is being proposed and where new improvements will be located in previously undisturbed areas.

Engineering services for the WERR include:

- Kickoff meeting with City staff to introduce subconsultants and review expectations of the WERR. Subconsultants include Land and Water Environmental for the biological assessment and Coos Curry Douglas Business Development Corporation for agency coordination, public notices and assembly of reports.
- Coordinate with funding agencies as required for the completion of an acceptable WERR.
- Prepare the WERR in conformance with the Rural Development Instructions 1970-A Environmental.
- Perform a biological assessment on all project locations listed in the PER.
- Encourage public involvement during the development of the WERR.
- Provide public notices, as required. Cost for publications shall be paid by the City.
- Conduct town hall meeting to review findings of draft report.
- Provide draft WERR to City, funding agencies and regulatory agencies. Provide technical support and amend report based on review comments.
- Provide final WERR to City and funding agencies.

Services Not Included:

- Geotechnical, design, bidding, or construction management services.

Schedule (anticipated)

- Submit draft report 60 days after Notice to Proceed and final report 30 days after receipt of review comments. Note – Total process may take up to six months or more depending upon length of time for regulatory agency comments.

Proposed Fee

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement and fee listed herein and Attachment A. The fee for these services is not to exceed maximum of \$48,600 including all professional services and reimbursable expenses.

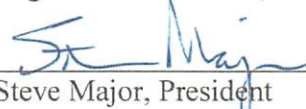
PAYMENT METHOD: Monthly Billing

City of Brookings

Gary Milliman, City Manager

Date: _____

The Dyer Partnership
Engineers & Planners, Inc.



Steve Major, President

Date: 6-22-17

[illegible]

SUMMARY

BREAKDOWN OF PROPOSED FEE

DATE 21-Jun-17 PROJECT: City of Brookings PROJECT NO.: 145.78
Wastewater Environmental Review Report

LABOR
RATE
\$/HR.

DIRECT LABOR COSTS:

| | | | | | |
|--------------------|--------|----|-------|--------|--------|
| PRINCIPAL/MANAGER | 135.00 | 26 | 3,510 | Task 1 | 4,454 |
| PROJECT MANAGER | 125.00 | 47 | 5,875 | Task 2 | 4,784 |
| PROJECT ENGINEER 2 | 115.00 | 20 | 2,300 | Task3 | 598 |
| ENGINEER TECH 2 | 105.00 | 10 | 1,050 | Task4 | 3,258 |
| DESIGNER | 85.00 | 0 | 0 | Task5 | 2,935 |
| DRAFTER/CAD | 85.00 | 18 | 1,530 | | 16,029 |
| CLERICAL 2 | 49.00 | 36 | 1,764 | | |
| 2-MAN SURVEY CREW | 130.00 | 0 | 0 | | |

TOTAL DIRECT LABOR COSTS: 16,029

DIRECT PROJECT EXPENSES

| | |
|---|--------|
| A. MATERIAL COSTS (BREAKDOWN ATTACHED) | 750 |
| B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED) | 325 |
| C. OTHER SIGNIFICANT COSTS (BREAKDN ATTACHED) | 31,500 |
| D. ADMINISTRATIVE FEE 0% OF C | 0 |
| TOTAL OF: A THROUGH D | 32,575 |

TOTAL LABOR COSTS & PROJECT EXPENSES: 48,604

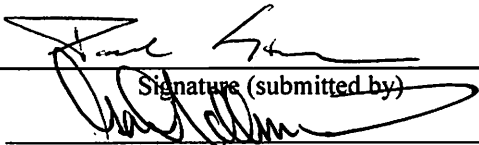
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CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval


Subject: Airport Infrastructure Project, Dyer Partnership Task Order #43, Amendment No. 2,
Increase for Construction Management Services

Recommended Motion:

1. Authorize the City Manager to execute Dyer Partnership Task Order #43, Amendment No. 2 for construction management services in the amount of \$31,000

Financial Impact: \$ 31,000

This is a budgeted Capital Improvement Project (CIP) to be paid from water & wastewater SRF & SDF funds.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City of Brookings began work in 2011 to position the Community to better survive a natural disaster by providing infrastructure to allow expansion of the airport facilities. This is critical work because the Brookings Airport is the only functioning airport in the area that is located outside of the tsunami zone and could be the City's only supply lifeline. Predicted bridge failures will further isolate the community from hospital facilities making the airport a crucial component of access to advanced medical care.

Additional water and sewer capacity was needed for development at the airport. Additional water and sewer capacity also allows further development of residential properties in the Parkview Drive/Dodge Avenue area. Concerns regarding climate change make the availability of City water (vs. wells) to these neighborhoods even more compelling.

Many of the residences in the area are older and rely on older and sometimes failing septic systems. Availability of City sewer is a concern when systems fail and due to stricter environmental regulations existing developed properties are not always allowed to replace them.

Economic Development Administration Grant # 07-79-06905 was obtained as a joint venture of Curry County and the City of Brookings to install water and sewer main lines with services to the Airport and surrounding area. The grant was obtained and formally accepted on October 17, 2012. A project schedule was developed and September 17, 2017 is the official project end date.

In spite of numerous difficulties and delays, the Airport infrastructure project reached substantial completion in March 2017, well ahead of the September 2017 deadline. The construction contract required final completion 30 days after substantial completion. However final completion was obtained approximately 90 days after substantial completion.

The extended construction time required additional construction management by City staff & The Dyer Partnership. Dyer's additional costs amounted to the requested \$31,000 amendment. The contractor absorbed much of the additional construction management costs such that the overall project amount is slightly below budget. The project is complete and operating satisfactorily.

Attachment:

- A. The Dyer Partnership Task Order 43, Amendment No. 2.

**Amendment No. 2 to
TASK ORDER 43
City of Brookings
Airport Infrastructure Improvements**

SCOPE OF WORK: The City has received funding from the U.S. Department of Commerce Economic Development Administration (EDA). This funding, coupled with funding from the City, is for the development of the city of Brookings Airport Infrastructure Project.

FOUNDATION: Funding was applied for based on the *Preliminary Engineering Report, Brookings Airport Infrastructure Project*, June 2012, by The Dyer Partnership Engineers & Planners, Inc. The City received \$1,762,110 in grant funds from EDA and was required to provide a forty percent match of the total project costs or \$1,174,740. Total funds available may be less than originally planned. The overall scope of the project was reviewed to develop a revised project, without sacrificing the intent or schedule, and to meet the funding limitations.

SCOPE OF ADDITIONAL ENGINEERING SERVICES: During the construction phase, the construction work was lengthened by 116 days to achieve substantial completion and by 164 days to achieve final completion. This additional construction time required additional onsite inspection and project oversight.

PROPOSED FEE:

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement. The current not to exceed a maximum will be increased by \$31,000 for a revised not to exceed maximum of \$460,000 including all professional services and reimbursable expenses.

PAYMENT METHOD: Monthly Billing

City of Brookings

Gary Milliman, City Manager

Date: _____

The Dyer Partnership Engineers & Planners, Inc.



Michael W. Erickson, Sr. Vice President



Date: 6/15/2017

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval

Subject: Document Management System

Recommended Motion:

1. Motion to authorize the City Manager to execute a contract with Chaves Consulting, Inc. to provide subscription services for the Oregon Records Management Solution (ORMS) Payment Option #1 at a cost not to exceed \$4,442.40.
2. Motion to authorize the City Manager to enter into an Intergovernmental Agreement with the Oregon Secretary of State Archives Division to provide archival consulting and implementation services.

Financial Impact: \$4,442.40 which was approved in the FY 2017-18 Budget.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

At its October 3, 2016 Council Workshop session, City Council directed staff to move forward with the implementation of an electronic document management system through the State of Oregon known as Oregon Records Management Solution (ORMS).

Necessary equipment transitions have now been completed allowing for the software download to proceed.

Implementing the program requires two steps. First, the City must enter into a contract with Chavez Consulting, Inc. to provide the subscription service. Second, the City must enter into an Intergovernmental Agreement (IGA) with the Oregon Secretary of State Archives Division for support and training services.

Attachment(s):

- a. Chavez Consulting, Inc. Subscription Services Contract
- b. Oregon Secretary of State Archive Division IGA
- c. October 3, 2016 Council Workshop Report and associated attachments

EXHIBIT D
SUBSCRIPTION SERVICES CONTRACT

This Subscription Services Contract Number ORMS – 0157 (“Contract”) is effective August 1, 2017 (“Contract Effective Date”) between Chaves Consulting, Inc. (“Contractor”) and City of Brookings (“Authorized Purchaser”).

THIS CONTRACT IS ENTERED INTO PURSUANT TO MASTER SOFTWARE AS A SERVICE AGREEMENT #0486 (the “MSA”) AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. THE TERMS AND CONDITIONS OF THE MSA ARE INCORPORATED HEREIN BY REFERENCE AND APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Authorized Purchaser Contact information:

Authorized Purchaser: City of Brookings
Contact Name: Teri Davis
Address: 898 Elk Drive
Brookings, OR 97415
Phone: 541-469-1102
Email Address: tdavis@brookings.or.us

Invoices shall be sent to:

Authorize Purchaser: City of Brookings
Contact Name: Gary Milliman
Address: 898 Elk Drive
Brookings, OR 97415
Phone: 541-469-1102
Email Address: gmilliman@brookings.or.us

1. Subscription Services

The Contractor will provide to the Authorized Purchaser all required services listed in Exhibit B which includes: access to and use of the HP Records Manager (HPRM) (formerly HP TRIM) application, software and data hosting and storage, and helpdesk support services. The State Archives Division will provide the training for using HPRM. The Contractor may provide training to other software integrations.

Inquiry-Only Users Services are defined in Exhibit B to the MSA; Inquiry-Only Services do not include the full range of Subscription Services listed above.

Services shall be deemed to commence on the date that: (1) the Authorized Purchaser has access either to the ORMS HPRM production or quality assurance (QA) environment, to data hosting, storage and helpdesk support; and (2) the Authorized Purchaser's initial Users have been provided Phase 1 initial implementation training as specified in the ORMS Training Plan.

2. Role of State Archives Division

The State Archives Division will work with Authorized Purchaser in order to set milestones such as the number of initial Users, projected total end users upon full Authorized Purchaser implementation, and due date for full implementation. These Services are not provided to Inquiry-Only User(s).

In the event that Authorized Purchaser is not able to meet a specific milestone date, the Authorized Purchaser shall notify both the State Archives Division and Contractor.

The notification must be given in writing before the proposed milestone date stating the reason the date cannot be met and Authorized Purchaser will not be subject to any penalty charges.

SOS shall provide Authorized Purchaser training to designated User(s) to support their agency's Inquiry-Only Users.

3. Subscription Fee and Payment Schedule

Authorized Purchaser agrees to a minimum of 10 Users per month. Authorized Purchaser agrees to payment option #1 below:

Payment option #1:

Authorized Purchaser shall pay Contractor a monthly fee based on the number of Users
SUBSCRIPTION SERVICES CONTRACT NUMBER ORMS-0157 BETWEEN
CHAVES CONSULTING AND CITY OF BROOKINGS

Page 2 of 12
Exhibit D

for Authorized Purchaser. The rate per User per month is specified in the following table:

| Number of Users | Cost per Month per User | Monthly Rebate Per User |
|-----------------|-------------------------|----------------------------|
| 2,000 | \$37.02 | \$8.76 |
| 3,000 | \$37.02 | \$8.76 |
| 4,000 | \$29.74 | \$4.87 |
| 5,000 | \$26.66 | \$2.92 |
| 6,000 | \$24.06 | |
| 7,000 | \$21.61 | |
| 8,000 | \$19.62 | |
| 9,000 | \$18.81 | |
| 10,000 | \$17.53 | |
| 11,000 | \$16.55 | |
| 12,000 | \$15.71 | |
| 13,000 | \$14.68 | |
| 14,000 | \$14.02 | |
| 15,000 | \$13.55 | |
| 16,000 | \$12.54 | |
| 17,000 | \$11.96 | |
| 18,000 | \$11.44 | |
| 19,000 | \$10.99 | |
| 20,000 | \$10.54 | |

Or

Payment option #2:

Authorized Purchaser may purchase a minimum of 300 Users at the rate of \$24.06 per User per month.

Payment option #2 pricing is available to Authorized Purchasers with an executed Contract with accepted Deliverables. Authorized Purchasers shall make payment for minimum of 300 Users upon Acceptance of Deliverables as per Section 3.5 and 5.3 in Exhibit A of the Master Services Agreement.

Or

Payment option #3:

Authorized Purchaser may purchase Inquiry-Only User Services at the rate of 50% of the monthly user fee with the lowest price at \$10.54 per User. Authorized Purchaser MUST commit to and implement the minimum number (10) of full Subscription Services Users in order to add Inquiry-Only Users and must have signed the Acceptance of Services prior to

adding Inquiry-Only Users.

For the purpose of establishing the User cost per month for payment option #1, the number of Users is the cumulative number of users of all Authorized Purchasers that have executed a subscription services contract with Contractor pursuant to the MSA.

Rebates: The first 5,000 Users will begin receiving a rebate (in the form of reduced monthly billings) when the total number of combined Users exceeds 20,000. The number of months that the Authorized Purchasers will receive the rebate will be equal to the number of months that the initial Users paid the higher rate. The amount of the rebate is specified in the table in Section 3 of this Contract. Authorized Purchasers that select payment Option #2 and #3 are not eligible for rebates as described in this paragraph.

If the Authorized Purchaser exceeds the 10 GB of data storage per User and the 1 GB of data transfer per User per month the cost for those Additional Services are:

- \$7.00 per 10GB of additional storage per month
- \$1.20 per 1 GB of additional data transfer per month

The initial invoice shall be issued on the 1st day of the month immediately following the Acceptance of Initial Deliverables described in Section 5 of this Contract.

Invoices shall be issued on the 1st day of the month of the current calendar month in which the Subscription Services will be provided. All undisputed, timely and valid invoices are due in full 15 days after receipt by Authorized Purchaser.

Default by Non-Payment: Authorized Purchaser shall not delay payment of monthly User fees based on a dispute or claim relating to Non-Subscription Services.

If Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of the Contract and fails to cure such failure within 45 business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice, Authorized Purchaser shall be in default under Exhibit A, Section 10.2 of the MSA.

4. Additional Users

During the term of this Contract, Authorized Purchaser may add additional Users at any time. The monthly installment fee for payment option #1 will be set according to the table in Section 3 for each additional User commencing on the day the additional Users are specified by Authorized Purchaser. Additional Users under payment option #2 shall be invoiced according to the rate in Section 3. Additional Inquiry-Only Users under payment option #3 shall be invoiced according to the rate in Section 3. Additional Users and Additional Inquiry-Only Users may be requested from an Authorized Purchaser, via email, to the ORMS

SUBSCRIPTION SERVICES CONTRACT NUMBER ORMS-0157 BETWEEN
CHAVES CONSULTING AND CITY OF BROOKINGS

helpdesk.

5. Authorized Purchaser Acceptance

Contractor shall commence the Services and provide Deliverables as set forth in the Contract. Within ten (10) business days after the commencement of Services, Contractor shall provide Authorized Purchaser with an Acceptance of Initial Deliverables Question and Answer Form that is reasonably constructed to test the ability of the Subscription Services and associated software applications, as implemented by Contractor, to produce the results and other Deliverables specified in this Contract. The Authorized Purchaser shall complete and return this form to Contractor within ten (10) business days as initial acceptance of Deliverables to date; a non-response shall be deemed as an acceptance of initial Deliverables.

Authorized Purchaser may accept the proposed acceptance test as recommended or modify it as Authorized Purchaser deems reasonable. Contractor shall provide Authorized Purchaser with access to the Subscription Services on or before the commencement date described in Section 1 of this Contract and the implementation schedule agreed to by Authorized Purchaser, the State Archives Division and Contractor. On the transition date, Contractor shall assume responsibility for providing ongoing Subscription Services.

Upon the conclusion of any consecutive forty-five (45) day period of production processing from the transition date as specified in Section 10 of this Contract, when all Service Levels have been met successfully, the Subscription Services shall be deemed accepted in full. Authorized Purchaser will acknowledge completion of this milestone by written notification to Contractor. Nothing contained in this Section 5 or any other provision of this Contract shall be deemed to prevent Authorized Purchaser from using any portion of the Subscription Services in a live environment for productive processing, and any such use shall not alter, amend or modify any of Contractor's obligations pursuant to the Contract.

6. Period of Performance

The period of performance of this Contract shall commence on the Contract Effective Date and shall continue for a period of 12 months plus the interim period between the effective date and the date of acceptance (the "Initial Period"). Thereafter, unless Authorized Purchaser notifies Contractor in writing, this Contract shall automatically be renewed annually for additional 12-month periods (each a "Renewal Period") up to a maximum total term of ten years.

Authorized Purchaser may terminate this Contract by providing Contractor with a notice of termination sixty (60) days prior to the termination date.

7. Consulting, Implementation, Training and/or Support Services

Contractor shall provide the consulting, implementation, training and/or support services related to the Subscription Services as set forth in Section 5 of the MSA.

Inquiry-Only User Services include application configuration and administrative set up by Contractor and SOS.

8. Security Procedures

Contractor shall define certain policies and procedures that it shall have in place in order to provide the level of security associated with the Subscription Services and with the Service Levels set forth in Section 12. These policies and procedures shall be updated by Contractor from time to time to reflect updated Department of Administrative Services Security Standards, emerging technologies, business practices and Internet-related issues. Contractor shall provide written notice to Authorized Purchaser of any changes made to its security policies and procedures within ten (10) days of such changes, and updated policies and procedures shall be distributed through ORMS Support (Helpdesk).

9. Specifications and Minimum Technical Requirements

Contractor warrants that the minimum technical requirements for access to and operation of the Software are updated and available upon Authorized Purchaser request.

If future releases of the Software require use of newer versions of any client application or change in any client application configuration, Contractor shall provide 15 - 45 days (depending on the kind of change and its impact) written notice to Authorized Purchaser prior to the general release of that Software Version.

By the conclusion of the Initial Period Contractor and the Secretary of State's Office shall implement the ORMS Advisory Board (Board). The Board shall consist of representatives of the Secretary of State's Office, State Archives Division, Contractor and selected representatives of Authorized Purchasers. The Board shall review recommendations, discuss and agree on the priority, implementation and timing of requested changes to the HPRM application.

10. Transition

Contractor and the State Archives Division shall assist in developing a transition plan that is approved by Authorized Purchaser. Subscription Services shall be transitioned and in production, as accepted by Authorized Purchaser, within thirty (30) calendar days from the Schedule Effective Date.

11. Transition Remedy

In the event that Contractor fails to meet the date for the completion of the transition into production of the Subscription Services, Contractor shall credit Authorized Purchaser one percent (1%) of the monthly Service fees for every business day the transition is late. If Contractor misses the target date by more than thirty (30) days, Contractor shall be deemed to be in material breach of the Agreement.

If Authorized Purchaser does not meet its obligations as identified in the transition plan provided by Contractor and Authorized Purchaser is the sole cause of a delay in the project, the transition milestone target dates shall be extended for the same amount of time as the delay. Contractor shall promptly notify the Authorized Purchaser Program Manager, in writing, of any delay in the project schedule as a result of Authorized Purchaser's failure to meet any of its obligations identified above. If Contractor fails to notify Authorized Purchaser of any such Authorized Purchaser failure to meet its obligations, Authorized Purchaser shall be conclusively presumed under the Contract to have met its obligations, and consequently, Contractor shall not be entitled to rely on such delay to excuse it from meeting the milestone target dates.

12. Service Levels and Remedies

12.1 Security Service Level.

Contractor represents and warrants that Contractor shall provide Record Security as specified in Exhibit B, Section e. of the MSA.

The required security processes may include, but are not limited to, the following:

- (i) Contractor shall have staff on duty and at its site 24x7 and capable of identifying, categorizing, and responding to a security incident.
- (ii) Contractor shall notify Authorized Purchaser of any new potential security vulnerability within four (4) hours of discovery. This notification shall include the probable risks associated with the vulnerability.
- (iii) Contractor shall implement a security fix across the application within four (4) hours of approval from Authorized Purchaser.
- (iv) Contractor shall notify the Authorized Purchaser Program Manager within fifteen (15) minutes if Contractor believes that an attack is in process.
- (v) Contractor shall shut down ALL access to the Software or any component

of it associated with the Subscription Services within fifteen (15) minutes upon request of the Authorized Purchaser Program Manager or officer of Authorized Purchaser.

- (vi) Contractor shall assist Authorized Purchaser in preparing written responses to audit requirements or findings without charge.
- (vii) After both the conclusion of the pilot period and the total number of active users remains at a minimum of 2,000 or more users per Section 8a of the MSA, Contractor must conduct and pass a SAS 70 Type II Audit every twelve (12) months during the term of this Contract. The first audit shall be performed by an independent CPA firm within twelve (12) months of the state meeting its commitment to the 2,000 user minimum; subsequent annual audit reviews shall be performed by the Contractor according to the auditor's recommended process and results shall be provide to the State and, upon request, to Authorized Purchasers. Failure by Contractor to pass the audit or to provide the audit results to Authorized Purchaser within fifteen (15) days after receiving the results from the auditor shall constitute a material breach of the MSA.

12.2 Record Retrieval Time Service Level.

Contractor represents and warrants that Contractor shall provide Record Retrieval Delivery Time Levels in the HPRM server environment as set forth in Exhibit B, Section f. of the MSA, as amended. Record retrieval delivery time shall be measured at the server end between the ORMS workgroup server and database at Synergy Data Center, as described in Amendment #001 to the Master Agreement #0486 at Section 9.

Contractor represents and warrants that the above performance Service Levels shall be valid with up to 20,000 Users using the application at any given time.

If the Record Retrieval Delivery Time Level of 3 minutes or less falls below 95% in any month, Authorized Purchaser shall be entitled to a credit on that month's bill for Subscription Services according to the table in Exhibit B, Section f. of the MSA, as amended.

12.3 Subscription Services Availability Service Level.

Contractor represents and warrants that the Subscription Services shall be available as specified in Exhibit B, Section f. of the MSA, as amended.

Service Availability shall be measured on a 7 x 24 basis (7 days a week, 24 hours per day).

If the Subscription Services availability percentage falls below 99.7% in any month, Authorized Purchaser shall be entitled to a credit on that month's bill for Subscription Services according to the table below that represents the then-current cumulative number of all Authorized Purchaser Users.

A. Scale based on 20,000 users or more.

| Availability Percentage | Percentage of Credit |
|-------------------------|----------------------|
| 99.60% to 99.69% | 10% |
| 99.50% to 99.59% | 20% |
| 99.0% to 99.49% | 30% |
| 97.0% to 98.99% | 50% |
| Below 97.00% | 75% |

B. Scale based on 19,999 users or less.

| Availability Percentage | Percentage of Credit |
|-------------------------|----------------------|
| 99.00% to 99.69% | 10% |
| 98.50% to 98.99% | 20% |
| 98.00% to 98.49% | 30% |
| 97.00% to 97.99% | 50% |
| Below 97.0% | 75% |

12.4 Performance and Availability Scalability.

Contractor represents and warrants that the performance and availability Service Levels in Sections 12.2 and 12.3 above shall be valid and applicable with a concurrent User increase of up to 20,000 Users.

12.5 Notifications to Authorized Purchaser.

Contractor shall provide proactive notifications to Authorized Purchaser regarding scheduled system-maintenance downtime and system upgrades and enhancements. Contractor shall provide Authorized Purchaser with at least seven (7) calendar days' prior written notice of any scheduled outages; such notices shall include the date of the outage and the start and stop times of the outage.

Scheduled upgrades and enhancements shall be provided between the hours of 8:00 p.m. and 6:00 a.m. Monday through Friday, or during weekends and/or Federal holidays, with the exception of emergency security patches.

12.6 Additional Environment.

Contractor will provide an additional environment at no additional charge for Authorized Purchaser's testing and/or training purposes, without limitation. Authorized Purchaser agrees not to use the additional environment for production purposes.

12.7 Support and Error Resolution.

Contractor shall establish and maintain the organization and processes necessary to provide support and error-resolution services to Authorized Purchaser. Contractor shall provide support and error-resolution services on a twenty-four (24) hours a day, seven (7) days a week basis. Authorized Purchaser's HPRM Users shall contact the ORMS Support Desk, which shall be staffed by on-site, on-duty Support staff during regular business hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding weekends and Federal holidays. Outside of regular business hours, Users may call the ORMS Support Desk and leave a message for on-call staff, who shall respond according to the priority levels specified in this Section.

Upon receipt of telephone or written notice from the Authorized Purchaser specifying a problem, and upon receipt of such additional information as Contractor may request, Contractor shall respond as described below to resolve reported and reproducible errors in the Subscription Services or SaaS Software, so that the application operates as specified in this Contract. Contractor shall determine the priority level in accordance with the following protocols:

- (i) SEVERITY 1 – CRITICAL BUSINESS IMPACT. The production use of the Subscription Services is stopped or so severely impacted that the Authorized Purchaser cannot reasonably continue work; requires round-the-

clock attention until the problem is resolved (a “Severity 1 Error”).

- a. Contractor shall begin work on the error within fifteen (15) minutes of notification;
- b. Contractor shall engage development staff until the problem is circumvented or corrected; and
- c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.

(ii) **SEVERITY 2 – SIGNIFICANT BUSINESS IMPACT.** A high-impact problem is affecting Service Levels and/or materially impacting Authorized Purchaser’s use of the Subscription Services. Problem resolution shall be initiated within sixty (60) minutes, and the resolution of these problems requires serious and sustained attention during normal business hours (8:00 am to 5:00 pm, Pacific time, Monday through Friday, exclusive of State holidays) until the problems are circumvented or corrected (a “Severity 2 Error”).

- a. Contractor shall begin work on the error within sixty (60) minutes of notification;
- b. Contractor shall engage development staff until the problem is circumvented or corrected; and
- c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.

(iii) **SEVERITY 3 – SOME BUSINESS IMPACT.** This includes problems of general work- queue type and that do not come within the definitions of Severity 1 Error or Severity 2 Error. These problems shall be addressed after Severity 1 Errors and Severity 2 Errors have been corrected and may be pursued during normal business hours on a resources- available basis (a “Severity 3 Error”).

- a. Contractor shall begin work on the error within one (1) day of notification; and
- b. Contractor shall engage development staff to provide a workaround and to resolve the problem as soon as possible after notification by Authorized Purchaser.

(iv) SEVERITY 4 – MINIMUM BUSINESS IMPACT. Authorized Purchaser requests information, an enhancement, or documentation clarification regarding the Subscription Services or SaaS Software but there is no impact on the operation of the Subscription Services or SaaS Software. The implementation or production use of the Subscription Services or SaaS Software is continuing and there is no work being impeded at the time (a “Severity 4 Error”).

- a. Contractor shall provide a response regarding the requested information or documentation clarification within two (2) days of notification by Authorized Purchaser; and
- b. Contractor shall consider enhancements for inclusion in a subsequent update to the Subscription Services, SaaS Software or Documentation.

13. Termination and Transition Assistance

Authorized Purchaser may terminate this Contract as provided in Exhibit A, Section 12, of the MSA. Contractor may terminate this Contract as provided in Exhibit A, Section 12.3, of the MSA.

BY EXECUTING THIS CONTRACT, THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

AUTHORIZED PURCHASER

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: Richard T. Chaves

Title: President, Chaves Consulting

Date: 6/29/17

SECRETARY OF STATE CONTRACT ADMINISTRATOR

By: _____

Date: _____

JEANNE ATKINS
SECRETARY OF STATE

ROBERT TAYLOR
DEPUTY SECRETARY OF STATE



ARCHIVES DIVISION
MARY BETH HERKERT
DIRECTOR
800 Summer Street NE
Salem, Oregon 97310
(503) 373-0701
Facsimile (503) 378-4118

INTERGOVERNMENTAL AGREEMENT # 165-170056-17
For
Electronic Records Management Services
between
Oregon Secretary of State and the City of Brookings

This Intergovernmental Agreement (the "Agreement") is made and entered into between the State of Oregon, acting through its Office of the Secretary of State ("SOS ") City of Brookings ("Entity") (each a "Party", collectively, the "Parties"). This Agreement is effective on the date this Agreement is fully executed and approved by an authorized representative of each Party as indicated by signature below (the "Commencement Date").

RECITALS

Under ORS 192.015, the legislature designated SOS as public records administrator of the state, with the responsibility "*...to obtain and maintain uniformity in the application, operation and interpretation of the public records laws.*" Further to this designation, "[t]he State Archivist may grant to public officials of the state or any political subdivision specific or continuing authorization for the retention or disposition of public records that are in their custody." (ORS 192.105(1))

In order to effectively carry out the above-stated duties and assist state agencies and local governments in the shared responsibility of public records retention and disposal, SOS has determined that the effective management of public records must address information that is primarily contained in or derived from electronic formats. ORS 192.001 to 192.105 gives the State Archivist the authority to conduct an electronic records management system ("ERMS") services program.

The State Archivist has developed services for managing electronic records (including e-mail) that include a uniform, non-technical records classification specification (file structure and records classification). SOS has established a statewide agreement with a service provider for ongoing ERMS services, including provision of a central repository to house electronic records that allows for the consistent and proper management, access and final disposition of electronic records. These additional services are available to state agencies and local governments through a separate contract between each participating entity and the Oregon Records Management Solution (ORMS) service provider. The Entity may enter into a contract with the ORMS service provider under the cooperative purchasing provisions of the contract and state law. For those agencies and local government bodies that implement the ORMS under the statewide agreement, it is the goal of the State Archivist, through interagency agreements, to provide archival consulting and implementation services to participating state agencies and local government entities that incorporate improved and consistent record management practices and comply with the Secretary of State's public records administration requirements.

July 11, 2017

AGREEMENT

SECTION 1. TERM AND RENEWAL

The initial term of this Agreement begins on the Commencement Date and ends on June 30, 2017 (the “Initial Term”). Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year (“Extension Term”; the Initial Term together with the Extension Term shall be hereinafter collectively referred to as the “Term”), unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least six months prior to the expiration of the current Term.

SECTION 2. SERVICES; OBLIGATIONS; OPTING OUT

2.1 Services.

- 2.1.1 SOS shall make consulting services (“Consulting Services”) available to the Entity as set forth in this Agreement. As used in this Agreement “ORMS Services” means the Oregon Records Management Solution that incorporates Hewlett Packard’s TRIM software and is provided under separate contract between the Entity and the third party provider (“ORMS Provider”) under statewide agreement with SOS. The parties mutually agree that, a service level agreement (SLA) which describes the minimum levels of system performance, availability, operation, reliability and continuity will be made part of Agreement as an addendum and remain in effect during the use of the ORMS. SOS will work with the individuals identified in Appendix A in order to provide the services and obligations provided in this Agreement.
- 2.1.2 SOS shall provide the Entity with the following services, including those described in Appendix B
 - a. Record Classification and Retention Consulting;
 - b. File Structure Consulting;
 - c. Preparation for use of the ORMS; and
 - d. Training for the Entity personnel related to the ORMS and record management.
- 2.1.3 In providing Consulting Services, SOS shall:
 - a. Provide appropriately trained staff to fulfill its obligations under this Agreement;
 - b. Use reasonable efforts to ensure that levels of service quality, responsiveness and dependability are maintained; and
 - c. Make revisions to the SOS internal incident-resolution escalation process to the extent SOS determines such revisions are necessary to fulfill its obligations under this Agreement.

Provision of Consulting Services is subject to the Entity’s timely response to requests for critical information necessary to resolve issues.

2.2 The Entity’s Obligations. The Entity shall:

- a. Negotiate to enter into an agreement with the ORMS service provider using the HP TRIM solution through the cooperative purchasing provisions of the State agreement as allowed under state law;
- b. Incorporate, with SOS assistance, the record structure work provided by SOS that is required to use the ORMS;

- c. Appoint an authorized representative upon signing and notify SOS immediately of any change in authority;
- d. Designate a Entity employee to participate as necessary as a representative on a change advisory board made up of SOS personnel and representatives from the participating city, county and state entities which shall be responsible for reviewing requested enhancements to the ORMS, and making recommendations for implementation of such enhancements to the ORMS Provider; and
- e. Respond in a timely manner to SOS requests for critical information necessary to resolve issues.

Nothing in this Agreement shall be construed to require SOS to perform any record management activities that the Entity is required to perform pursuant to state or federal law.

2.3 Opting Out.

2.3.1 The Entity may, at its sole discretion and at any time during the Term, discontinue use of Consulting Services by sending 3 months prior written notice to SOS of its intention to discontinue such use (such action shall be referred to in this Agreement as “Opting Out,” or the Entity’s “Opt Out”). The Entity shall specify in its notice the date on which it will Opt Out (“Opt Out date”), which shall not be earlier than 3 months following the date of the Entity Opt Out notice. Following notification the Entity’s desire to Opt Out, SOS shall have no obligation to provide Consulting Services under this Agreement after the Opt Out date has occurred. Opting Out shall terminate this Agreement as provided in Section 7.

2.3.2 If the Entity chooses to Opt Out, then:

- a. SOS shall have no responsibility for any of the Entity’s costs for Opting Out;
- b. SOS shall have no obligation after the Opt Out date to develop or maintain the Entity’s interface to the system employed under the ORMS that allows the Entity to use another application to manage records within the Entity’s own systems, however, SOS shall reasonably cooperate with and assist the Entity in developing such interfaces;
- c. SOS shall allow the Entity to export records, and shall provide reasonable cooperation and assistance to the Entity in completing such export, however SOS shall have no obligation to provide the Entity with any data that resides in the system employed under the ORMS in any particular format; and
- d. The Entity shall continue to maintain records in accordance with Oregon record retention laws.

SECTION 3. TREATMENT OF DATA

Each Party shall comply with applicable state laws governing the use and disclosure of public records. Each Party shall be responsible for responding to any public records request it receives, to the extent that it has access to the information requested, including responsibility for evaluating and appropriately handling the confidentiality of the information.

SECTION 4. FEES

There shall be no charge to the Entity by SOS for the Consulting Services described in this agreement during the Initial Term.

If fees will be charged during any subsequent or renewal term, SOS shall notify the Entity of the total anticipated fees in January of the fiscal year preceding the fiscal year in which such fees will be due.

If Entity requires a background check, such as, Criminal Justice Information Services (CJIS) or Law Enforcement Data System (LEDS), etc. Entity shall be responsible for all associated fees.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 The Entity. The Entity represents and warrants to SOS as follows:

- 5.1.1 The Entity is a unit of state government as defined under ORS 190.003, duly organized and validly existing under the laws of the State of Oregon. The Entity has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.1.2 The making and performance by the Entity of this Agreement: (a) have been duly authorized by all necessary action of the Entity; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the Entity's charter or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Entity is a party or by which the Entity or any of its properties may be bound or affected.
- 5.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Entity of this Agreement.
- 5.1.4 This Agreement has been duly executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

5.2 By SOS. SOS represents and warrants to the Entity as follows:

- 5.2.1 SOS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SOS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.2.2 The making and performance by SOS of this Agreement: (1) has been duly authorized by all necessary action of the State; (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document' and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SOS is a party or by which SOS or any of its properties may be bound or affected.
- 5.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SOS of this Agreement.

- 5.2.4 This Agreement has been duly executed and delivered by SOS and constitutes a legal, valid and binding obligation of SOS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

6. DEFAULT

A Party shall be in default under this Agreement if:

- a. The Party fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made herein by the Party is untrue in any material respect when made and is made in bad faith.

7. TERMINATION

7.1 By Entity. The Entity may terminate this Agreement:

- a. Immediately upon written notice to SOS, or at such later date as the Entity may establish in such notice, if the Entity fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its contract obligations under this Agreement. In the event the Entity reasonably believes it must terminate this Agreement pursuant to this section, the Entity shall provide notice to SOS as soon as possible of its intent to terminate this Agreement. When possible, the Entity shall provide such notice to SOS 6 months prior to the effective date of the termination;
- b. Immediately upon written notice to SOS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Entity's performance of its obligations under this Agreement is prohibited;
- c. Upon breach of this Agreement by SOS and failure by SOS to cure the breach within 30 calendar days after written notice from the Entity specifying the breach; or
- d. By Opting Out as provided in Section 2.3.

7.2 By SOS. SOS may terminate this Agreement:

- a. Immediately upon written notice to the Entity or at such later date as SOS may establish in such notice, if SOS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to provide the Services.
- b. Immediately upon written notice to the Entity, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SOS's performance of Consulting Services under this Agreement is prohibited.
- c. Upon breach of this Agreement by the Entity and failure by the Entity to cure the breach within 30 calendar days after written notice from SOS specifying the breach.

7.3 By Either Party. Either Party may terminate this Agreement, for any or no reason, upon six month's written notice to the other Party.

7.4 Remedies. Termination of this Agreement shall not affect any other remedies and rights which a Party may have under this Agreement, in law or in equity.

8. INDEMNITY

The Parties shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify one another, including all officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of any negligent acts

or omissions under this Agreement. SOS's liability under this Section is limited to the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the terms, conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300). The Entity's liability under this Section is limited to the extent provided by any applicable provisions of the Oregon Constitution and the Oregon Tort Claims Act. The Entity shall carry appropriate insurance to cover the indemnity requirement. Neither the Entity nor any attorney engaged by the Entity or any other entity shall defend the claim, suit or action in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall the Entity or any other entity settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

9. OWNERSHIP OF WORK PRODUCT

All Work Product created solely by SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of SOS. All Work Product created solely by the Entity pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the Entity. All Work Product created jointly by the Entity and SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the joint property of SOS and the Entity, "Work Product" means every invention, discovery, work of authorship including academic programs or course curricula, trade secret or other tangible or intangible item and all intellectual property rights therein that a Party may produce pursuant or in connection with this Agreement. As to Work Product created solely by SOS pursuant to this Agreement, the Parties agree that such original works of authorship are "work made for hire" of which SOS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not "work made for hire," SOS hereby irrevocably retains any and all of its rights, title, and interest in all original Work Product created by SOS, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Entity forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10. GENERAL PROVISIONS

- 10.1 Notices. Notices shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or by facsimile or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to any Party under this Agreement shall be sent to the Party's Authorized Representative. "Authorized Representative" means (i) with respect to v, the person that is designated in Appendix A; and (ii) with respect to SOS, the Director of the Archives Division of the Office of the Oregon Secretary of State or the person that the Director of the Archives Division designates. Each Party may change its address for receiving notice or its Authorized Representative at any

time upon notice given in accordance with this Section. Notices shall be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this Section.

- 10.2 Force Majeure. Neither Party shall be liable for a delay or failure to perform due to causes beyond its control including, but not limited to, a labor dispute, strike, lock-out, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or causes beyond the reasonable control of Parties, provided such cause is not due to the willful act or neglect of SOS or the Entity.
- 10.3 Independent Status. The Entity shall have no right to, and shall not, control the manner or determine the method of accomplishing Consulting Services. Neither SOS nor SOS's staff are employees or agents of the Entity, nor are the Entity or the Entity's staff employees or agents of SOS for any purpose whatsoever. Neither Party nor its staff shall, under any circumstances, have any authority to act for or to bind the other Party, or to sign the name of the other Party, or to otherwise represent that it is in any way responsible for the other Party's acts or omissions.
- 10.4 Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflict of law. Any claim, action, suit or proceeding, (collectively, "Claim") between SOS (or any other agency or department of the State of Oregon) and the Entity that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The Entity, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 10.5 Severability; Waiver. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid. The failure by a Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
- 10.6 Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except for the rights and obligations set forth in the following sections: Section 4 (Payment); Section 5 (Representations and Warranties); Section 8 (Indemnity); Section 9 (Work Product); Section 10.4 (Governing Law; Venue; Consent to Jurisdiction); Section 10.6 (Survival); Section 10.8 (Records); and Section 10.9 (Entire Agreement; Amendments).
- 10.7 Compliance with Law. Both Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

- 10.8 Records. Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted accounting principles to clearly document the Party's performance. Additionally, each Party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Party's performance of its duties under this Agreement. SOS, the Entity, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Parties that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. The Entity and SOS shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 10.9 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month and year noted below.

THE STATE OF OREGON, acting through its OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Date: _____

Address and Fax for Notices: Oregon Secretary of State
Attn: Linda Lichty
255 Capitol St NE, Suite 180
Salem, OR 97310
Phone # 503-986-2241
Fax #503-378-4991

City of Brookings

By: _____

Title: _____

Date: _____

Address and Fax for Notices **MUST** be filled in:

July 11, 2017

Contact: _____

Address: _____

Phone number: _____

Fax Number: _____

Appendix A
City of Brookings (Entity)

The Entity will use the ORMS

Annual Payment to SOS for the Initial Term (as that term is defined in Section 2.1): \$0

The Entity Contact Information:

| Title | Name | Phone | email |
|---|-------------|--------------|--------------|
| Project Management and Records Contact | | | |
| IT Contact | | | |
| | | | |

Appendix B
Supported Services

Record Classification: SOS shall assist the Entity with classification of all appropriate records as determined jointly by SOS and the Entity

Retention Services: SOS shall specify and recommend record retention schedules and SOS shall assist the Entity with applying the Entity Records Retention Schedule to electronic records in the ORMS.

File Structure: SOS will work with the Entity to develop and implement a file structure that best fits the needs of the Entity and the use of the ORMS. SOS shall assist the Entity to help ensure that file structures are in place to effectively implement the ORMS.

ORMS Preparation: SOS shall ensure the Entity records and structures are in order to effectively begin using the ORMS.

Training Services: SOS shall provide all necessary training to ensure a successful migration to the new records management system.

Final Acceptance: SOS will work with the Entity for final user acceptance which meets success criteria outlined by both parties.

CITY OF BROOKINGS

Council WORKSHOP Report

Meeting Date: October 3, 2016

Originating Dept: Administration


Signature (submitted by)

City Manager Approval

Subject: Document Scanning and Document Management

Financial Impact: To be determined

Background/Discussion:

- Oregon Citizens have an expectation of government transparency and ease of access to public documents.
- Document storage does not equal document management.
- Storing documents beyond their Retention Schedule is a liability.

The City is ready to move into the digital era. In the City Recorder's office alone, it is estimated that over 80,000 paper documents are stored in filing cabinets. This is just a drop in the bucket compared to the volume of documents maintained in other departments within the City. Oregon Secretary of State Archives Division has recently updated records retention laws to allow organizations to now maintain documents in a format other than their original paper format i.e. electronically, provided certain criteria are met.

Oregon Administrative Rule 166-Division 17 addresses electronic records and is attached here.

The State has an electronic records management system in place called Oregon Records Management Solution (ORMS) to which municipal agencies may subscribe. Many Oregon cities are coming on board incrementally. The State Archives Division offers on-site training included in the monthly fee; the agreement with the consultant includes 24/7 tech support; the system includes automated retention/disposal of records; the system is Department of Defense certified and is already vetted; the system is Cloud-based and requires no equipment or software purchases for start-up.

It is the City Manager's goal to ultimately develop a records system whereby the public can access all public records electronically and remotely; select documents they wish to copy; and download the desired documents. The ORMS can easily be linked to the City's website making documents readily available.

The cost to subscribe to the document management system is based on the number of users. A pricing breakdown is attached.

There is another piece to the puzzle. The existing hardcopy documents currently in storage must be scanned and migrated in to the document management system either immediately or over

time. This will not be an inexpensive undertaking. Staff has met to discuss scanning needs and priorities. Departments are embarking on inventories. Price quotes have been solicited.

Staff is seeking direction from Council regarding the value of document transparency, document retrieval efficiency and the reduction of excessive quantities of hard copy documents which require huge amounts of storage space.

Policy Consideration: This proposal is consistent with the City's strategic Plan, Goal 1, Objective 1.7 "Assure internal consistency and efficiency."

Attachments:

- a. Excerpts from State Archives Division presentation "Records Management for the 21st Century"
- b. OAR 166-Division 17 "Electronic Records"
- c. ORMS Public Private Partnership
- d. ORMS Subscription Pricing
- e. News Articles

Records Management For the 21st Century

Practical Approaches for Government

Mary Beth Herkert, State Archivist
Oregon State Archives

Why worry about RM?

Poor RM is expensive, inefficient, risky

- Employees spend **25-40%** of their day searching for the right information to complete a given task.
- Organizations on average retrieve only about **22%** of records relevant to an e-discovery case.
- Settling out of court is often cheaper than defending your agency

Why worry about RM?

- DuPont reviewed 75 million pages and found *half* were past retention. Cost for review of records past retention - **\$12 million**
- **9%** of agency/corporate **annual** budgets often dedicated to e-discovery
 - The Secretary of State spent **2.5%** of its **biennial** budget in setting up ERMS. Ongoing licensing and maintenance: less than **1%** biennially

Know The Laws



Oregon Public Records Law – Retention & Disposition

“Public record” means any information that:

- (A) Is **prepared, owned, used or retained** by a state agency or political subdivision;
- (B) **Relates to an activity, transaction or function** of a state agency or political subdivision; and
- (C) Is **necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs** of the state agency or political subdivision. – **ORS 192.005 (5)**

Each state agency or political subdivision shall maintain a public record or accurate copy of a public record in accordance with a retention schedule authorized under the law without regard to the technology or medium used to create or communicate the record. – **ORS 192.108**

Oregon Public Records Law - Access

“Public record” includes any writing containing information relating to the conduct of the public’s business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics. – **ORS 192.410 (4)**

DOJ oversees access & disclosure

Oregon Public Meetings Law

The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made. It is the intent of **ORS 192.610** to **192.690** that decisions of governing bodies be arrived at openly.

– **ORS 192.620**

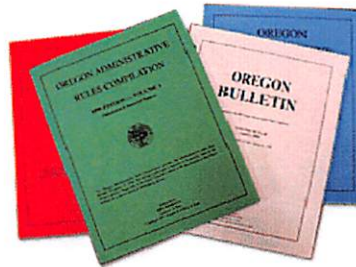
These laws are **Inclusive**, not **Exclusive**

AND

DO NOT distinguish between home and office or personal or publicly owned device: public work is public work

New Rules for Electronic Records

OAR Chapter 166 - Division 17



OAR Chapter 166-Division 17

166-017-0015 - General Requirements

Agencies:

- Must ensure that all public records, regardless of format are retained according to applicable records retention schedules approved by the State Archivist
- Must develop policies & procedures that address access, use, retention and disposition and must perform periodic reviews to ensure compliance
- May contract with external vendors for storage or management of electronic records. Vendors **must** comply with all rules in Division 17
- Must not enter into a contract if the contract will impair public access or if the custody of the records is transferred, either purposefully or inadvertently, from the agency to the hosting entity
- Contracts for storage of electronic records **must** require the vendor to return all electronic data files and indexing information to the agency at the expiration of the contract or upon vendor failure to comply with OAR 166, Division 17

OAR Chapter 166-Division 17

166-017-0015 - General Requirements (con't.)

- Must ensure that electronic public records are accessible to the public for the entire authorized retention period and non-permanent records are destroyed at the end of their authorized retention period
- Must also maintain confidentiality for electronic public records that are exempt from public disclosure.

166-017-0025 - Electronic Records Management Systems

If an agency purchases an Electronic Records Management System (ERMS) to manage electronic records, the system must be Dept. of Defense certified (DoD 5015.2-STD, "Design Criteria Standard for Electronic Records Management Applications, Version 2 or 3)."

OAR Chapter 166-Division 17

166-017-0045 - Electronic Record as Official Copy of a Public Record

Electronic records (including digital images) may serve as the official copy of a public record under the following conditions:

Public records with a scheduled retention period of less than 100 years may be stored in electronic format only as long as the standards and requirements specified in OAR 166, Division 17 are met.

Public records with a scheduled retention period of 100 years or more may be stored on electronic records systems provided that the original records are retained in hard copy or on microfilm for the entire scheduled retention period, and in compliance with OAR 166

OAR Chapter 166-Division 17

166-017-0045 - Electronic Record as Official Copy of a Public Record (con't.)

Agencies may petition the State Archivist, in writing for exceptions to 166-017-0045(2). The petition **must** specify whether the records are stored in a DoD 5015.2 certified system and state the file format for the records. The State Archivist will either grant or deny the request based on the information provided.

At a minimum, records stored in an electronic format, with a scheduled retention period of 100 years or more must be maintained in accordance with one of the following:

- (a) **TIFF 6.0** (picture)
- (b) ISO 32000-1 2008 **PDF** (text)
- (c) ISO/IEC 11172-3 1993 MPEG Layer III Audio Encoding (**MP3**) (audio)
- (d) ISO/IEC 14496-14 2003 MPEG 4 File Format (**MP4**), Version 2 (video)

OAR Chapter 166-Division 17

166-017-0085 - Records Retention Requirements

Agencies must develop & adopt policies and procedures to ensure electronic records are retained & managed according to their authorized records retention schedule approved by the State Archivist. They **must** include provisions for:

- Scheduling the retention & disposition of all electronic records
- Identifying, maintaining & protecting essential records & systems
- Procedures for regular recopying, reformatting & other maintenance to ensure retention, usability & accessibility for the entire authorized retention period.

166-017-0095 - Use of Alternate Formats and New Technologies for Public Records

- New formats or technologies for public records **must** comply with requirements of Oregon Revised Statutes and OAR 166.
- Agencies utilizing private records storage facilities (i.e. cloud storage) the agency must ensure that they maintain ownership of all of the agency's public records.

Why ERMS?

- Manual RM doesn't work in electronic world
 - **Too much stuff**
 - No physical reminders
 - Copies abound, not much administration
 - Security a big concern
 - PR requests & e-discovery = time and \$
 - Files need monitoring to ensure ongoing access

ERMS Benefits

Government Efficiency


- Paper and electronic information managed together
- Dramatic improvements in response time for public records and e-discovery requests = **a happy public**
- Server space reduction: less unnecessary redundancy
- IT resources available for other projects

ERMS Benefits

Transparency & Accountability

- Information is easy to locate and find
- Rules are consistently applied to all information
- Security classifications control access
- Audit trails of all actions taken
- Information created is systematically and routinely managed and maintained.

ERMS Options

- **Agency standalone system**
 - Must be DoD 5015.2-STD certified*
 - Different software options, but look closely: Document Management **DOES NOT** equal Records Management
- **Statewide  ERMS system**
 - Over 40 state & local agencies implementing
 - Uses HP Records Manager software
 - Agencies pay per user, no hardware or software costs
 - Support provided by State Archives & Chaves Consulting



► The Oregon Administrative Rules contain OARs filed through August 15, 2016 ◄

QUESTIONS ABOUT THE CONTENT OR MEANING OF THIS AGENCY'S RULES?
CLICK HERE TO ACCESS RULES COORDINATOR CONTACT INFORMATION

SECRETARY OF STATE, ARCHIVES DIVISION

DIVISION 17

ELECTRONIC RECORDS

166-017-0005

Purpose

Agencies must ensure access to all public records as defined by ORS 192.410 to 192.505 for the entire length of the retention period approved by the State Archivist. Electronic public records are particularly susceptible to accidental deletion, damage and obsolescence. These rules help to ensure that public records maintained in electronic format are accessible for their scheduled retention period.

Stat. Auth.: ORS 192.050, 192.060 & 192.105
Stats. Implemented: 357.825(2), 357.855 & 357.895
Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0010

Definitions

In addition to the definitions contained in OAR 166-005-0010, the following definitions apply to this division:

- (1) "AIIM" — Association for Information and Image Management.
- (2) "ANSI" — American National Standards Institute.
- (3) "ASCII" — American Standard Code for Information Interchange; A standard, seven-bit character set for use by digital computers, which includes 96 displaying symbols (letters, digits, punctuation) and 32 control codes (line feed, newline, tab, etc.).
- (4) "Cloud storage" is a model of networked enterprise storage where data is stored in virtualized pools of storage which may be hosted by third parties.
- (5) "Digitization" means the process of transforming analog material into electronic form, especially for storage and use in a computer.
- (6) "DoD" — Department of Defense.
- (7) "DPI" — Dots per inch; refers to the number of pixels contained in a linear inch.
- (8) "Electronic record" means any information recorded in a form that requires a machine to process and access the information.
- (9) "Electronic records system" is a generic term to indicate any combination of hardware, media or storage, and software used to store electronic records.
- (10) "Electronic records management system (ERMS)" means commercial or open source purpose-built software used by an organization to manage records from creation to final disposition. The system's primary functions are categorizing and locating records and identifying records that are due for disposition. The Electronic Records Management System also stores, retrieves and may dispose of the electronic records that are stored in its repository.
- (11) "Hybrid micrographic system" means a system that combines a micrographic/microfilm analog system with electronic, digital technology.
- (12) "IEC" — International Electrotechnical Commission.
- (13) "ISO" — International Organization for Standardization.

(14) "Magnetic media" means any type of storage medium that utilizes magnetic patterns to represent information.

(15) "NIST SP" — National Institute of Standards and Technology Special Publication

(16) "Open format" means a data format that is defined in complete detail and that allows transformation of the data to other formats without loss of information. An open format may be either standards-based or proprietary.

(17) "Optical media" means a platter used to store large quantities of data that can be read using light.

(18) "PDF" — Portable Document Format.

(19) "TIFF" — Tagged Image File Format.

(20) "WORM" — Write once, read many; refers to a type of optical disk which cannot be erased or amended.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: ORS 357.825(2), 357.855 & 357.895

Hist.: OSA 2-1994, f. 1-28-94, cert. ef. 4-1-94; OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0015

General Requirements

(1) Agencies must ensure that all public records in all formats or mediums, including electronic, are maintained in accordance with an applicable records retention schedule approved by the State Archivist.

(2) Agencies must develop policies and procedures and perform periodic reviews to monitor compliance to agency policies regarding access, use, retention, and disposition of electronic records.

(3) In accordance with their contracting authority, agencies may contract with external vendors for the storage or management of electronic records. The vendors must comply with all rules in OAR 166, Division 17. Agencies must not enter into a contract with any person or entity if the contract will impair the right of the public to inspect or copy the agency's nonexempt public records, including contracts where the custody of the records is transferred, either purposefully or inadvertently, from the agency to the hosting entity.

(4) Contracting agencies must ensure that vendors manage agency records in compliance with all rules in OAR 166, Division 17. Contracts for the storage of electronic records by external vendors must require the vendor to comply with OAR 166, Division 17 and to return all electronic data files and indexing information to the agency at the expiration of the contract or upon vendor failure to comply with OAR 166, Division 17.

(5) Agencies must ensure that electronic public records are accessible to the public for their entire authorized retention period and that non-permanent records are destroyed at the end of their authorized retention period. Agencies must also maintain confidentiality for electronic public records that are exempt from public disclosure.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0025

Electronic Records Management Systems

If an agency purchases an Electronic Records Management System (ERMS) to manage electronic records, the system must be certified as conforming to DoD 5015.2-STD, "Design Criteria Standard for Electronic Records Management Applications, Version 2 or 3."

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0035

Digitization Standards

Agency electronic records systems that maintain official copies of public records must meet the following minimum requirements for digitization of paper or microfilm records into the system (as stated in OAR 166, Division 25):

(1) Documents containing fonts ten-point or larger, and containing no signatures, must be scanned at a minimum density of 200 DPI (dots per inch), when converting paper or microfilm records to electronic records.

(2) Documents containing fonts smaller than ten-point, signatures, architectural and engineering drawings, maps and line art must be scanned at a minimum density of 300 DPI.

(3) Cancelled checks must be scanned at a minimum density of 240 DPI grayscale and meet the requirements of ANSI X9.100-140 — Specifications for an Image Replacement Document.

(4) Digitized documents must be verified for accuracy and completeness after digitization and prior to the destruction of the paper or microfilm original.

(5) Scanners must be monitored for quality control. Documentation describing each inspection must be maintained for each digital imaging system and must include the date of inspection, name of inspector(s), group of documents inspected, and sample size (if applicable). Policies and procedures must conform to ANSI/AIIM MS44-R1993, Recommended Practice for Quality Control of Image Scanners and ANSI/AIIM TR25-1995 — The Use of Optical Disks for Public Records which are incorporated by reference and are available from the Association for Information and Image Management, 1100 Wayne Avenue, Suite 1100, Silver Spring, MD 20910.

(6) Targeting for converting microforms to electronic images must be done in accordance with ANSI/AIIM MS44-R1993. Technical targets used must be the IEE Std 167A-1987, Facsimile Test Chart, AIIM Scanner Test Chart #2, and for color images, the Process Ink Gamut Chart. These Charts are available from the Association of Information and Image Management, 1100 Wayne Avenue, Suite 1100, Silver Spring, MD 20910 or from the Archives Division.

(7) A hybrid micrographic system (system combining a micrographic/microfilm analog system with electronic technology) that conforms to OAR 166-025-0021 may be used.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0045

Electronic Record as Official Copy of a Public Record

Electronic records (including digital images) may serve as the official copy of a public record under the following conditions:

(1) Public records with a scheduled retention period of less than 100 years may be stored exclusively on electronic records systems and media provided that the standards and requirements specified in OAR 166, Division 17 are met.

(2) Public records with a scheduled retention period of 100 years or more may be stored on electronic records systems provided that the original records are retained in hard copy or on microfilm for the entire scheduled retention period, and in compliance with OAR 166.

(3) Agencies may petition the State Archivist in writing for exceptions to 166-017-0045(2) for public records meeting specific preservation requirements. The petition must specify whether the records are stored in a DoD 5015.2 certified system and state the file format for the records. The State Archivist will either grant or deny the request based on the information provided.

(4) At a minimum, records stored in an electronic format, with a scheduled retention period of 100 years or more must be maintained in accordance with one of the following:

(a) TIFF 6.0 (with Intel byte order) specification (June 3, 1992), which is hereby incorporated by reference and made a part of this rule. This specification is available from Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704.

(b) ISO 32000-1 2008 PDF specification which is hereby incorporated by reference and made part of this rule. This specification is available from Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704.

(c) ISO/IEC 11172-3 1993 MPEG Layer III Audio Encoding (MP3) specification which is hereby incorporated by reference and made part of this rule. This specification is available from the International Organization for Standardization, Geneva, Switzerland.

(d) ISO/IEC 14496-14 2003 MPEG 4 File Format (MP4), Version 2 specification which is hereby incorporated by reference and made part of this rule. This specification is available from the International Organization for Standardization, Geneva, Switzerland.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0055

Security Standards

Agency electronic records systems that maintain official copies of public records must meet the following minimum security requirements:

(1) Provide a method for all authorized users of the system to retrieve desired records.

(2) Provide an appropriate level of security to ensure the integrity of the records. Security controls must include, at a minimum, physical and logical access controls, backup and recovery procedures, file integrity monitoring and training for custodians and users.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0065

Interoperability Standards

Agency electronic records systems that maintain official copies of public records must meet the following minimum interoperability requirements:

(1) Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic records systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system must be able to import and export files in the ASCII format as prescribed by Federal Information Processing Standard Publication (FIPS PUB) Number 1-2; entitled Coded Character Sets - 7-Bit American National Standard Code for Information Interchange (7-Bit ASCII) (1986, R2002), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161.

(2) Provide for the disposition of the records including, when appropriate, transfer to the Oregon State Archives in the format requested by the State Archivist.

(3) Electronic records must remain accessible during their entire authorized retention period.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0075

Maintenance and Backup Standards

Agency electronic records systems must meet the following minimum requirements to ensure the ongoing maintenance of electronic records:

(1) Electronic storage media must be maintained in an environment with a constant temperature from 65 to 75 Degrees Fahrenheit not to fluctuate more than +/- 5 Degrees and relative humidity not to exceed 50% (ANSI/AIIM TR 25-1995).

(2) Electronic records stored on magnetic media must not be stored closer than 2 inches from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools. They must not be stored in metal containers unless the metal is non-magnetic.

(3) Storage containers must be resistant to impact, dust intrusion and moisture.

(4) Official copies of electronic records must be maintained by personnel properly trained in the handling of records and associated equipment.

(5) Written policies and procedures must be established and adopted by the agency for external labeling of the contents of disks, tapes, flash or hard drives or other storage media so that all authorized users can identify and retrieve the stored information.

(6) Storage media must be converted, as necessary, to provide compatibility with the agency's current hardware and software, ensuring that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion.

(7) Electronic records systems must be backed up on a regularly scheduled basis according to written agency policies and procedures to safeguard against the loss of information due to equipment malfunctions or human error.

(8) Backups must be stored and maintained in off-site storage areas meeting the requirements of 166-020-0015, 166-020-0045 and 166-017-0075(1), and must be located in buildings separate from the location of the records that have been copied.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0085**Records Retention Requirements**

Agencies must develop and adopt policies and procedures to ensure that electronic records are retained and managed as specified in a records retention schedule approved by the State Archivist (166-030-0026 or 166-030-0027). These retention policies and procedures must include provisions for:

- (1) Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with approved records retention schedules developed and authorized by the State Archivist.
- (2) Identifying, maintaining and protecting essential records and essential records systems (OAR 166-020-0045).
- (3) Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized retention period so that the records remain accessible.
- (4) Ensuring that electronic records specified in OAR 166-030-0026(4) are not destroyed without the written permission of the State Archivist.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0090**Records Destruction Requirements for Electronic Records**

Agency electronic records may be destroyed only in accordance with the provisions of a records retention schedule approved by the State Archivist. Each agency must ensure:

- (1) Electronic records which are confidential by law and negotiable instruments (even when cancelled or satisfied in writing) and records that contain sensitive, proprietary, or security information must be destroyed so that the image and confidential metadata are irreversibly non-retrievable, either through electronic or physical destruction as specified below:
 - (a) Electronic records stored on magnetic media must be degaussed or "bulk erased" and then irreversibly reformatted to ensure the data/information cannot be retrieved.
 - (b) Electronic records held on optical media may be destroyed by cutting, crushing, shredding, or other physical means of destruction. Rewritable optical disks must be irreversibly reformatted before being disposed of or re-used.
 - (c) Electronic records stored on hard drives or flash drives of personal computers and servers must be irreversibly reformatted before computers are disposed of. If the agency is unable to determine whether a hard drive or flash drive has been irreversibly reformatted, it must be physically destroyed.
 - (d) For additional guidance on data sanitation and destruction, refer to NIST SP 800-88, Guidelines for Media Sanitization and DoD 5220.22-M.
- (2) Expungement of digital images stored on WORM optical media must conform to the Expungement of Information Recorded on Optical Write-Once-Read-Many (WORM) Systems (TR28-1991) which is incorporated by reference and is available from Association of Information and Image Management, 1100 Wayne Avenue, Suite 1100, Silver Spring, MD 20910 or the State Archives.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

166-017-0095**Use of Alternate Formats and New Technologies for Public Records**

- (1) If adopting new formats or new technologies for public records, such as text messages, social networking sites, and alternate private email accounts, agencies must ensure all actions comply with the requirements of the Oregon Revised Statutes and the rules found in OAR 166 will be met.
- (2) If an agency utilizes private records storage facilities such as cloud storage, the agency must ensure that they maintain ownership of all of the agency's stored public records.

Stat. Auth.: ORS 192.050, 192.060 & 192.105

Stats. Implemented: 357.825(2), 357.855 & 357.895

Hist.: OSA 1-2016, f. & cert. ef. 5-5-16

9/26/2016

Oregon Secretary of State Archives Division

The official copy of an Oregon Administrative Rule is contained in the Administrative Order filed at the Archives Division, 800 Summer St. NE, Salem, Oregon 97310. Any discrepancies with the published version are satisfied in favor of the Administrative Order. The Oregon Administrative Rules and the Oregon Bulletin are copyrighted by the Oregon Secretary of State. Terms and Conditions of Use

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Select Language | ▼

State Archives • 800 Summer St. NE • Salem, OR 97310



Oregon Records Management Solution

The Oregon Secretary of State Archives Division, Chaves Consulting, Inc. (CCI) and Arikkan, Inc. have formed a unique public-private partnership to implement the first statewide electronic records management solution of its kind in the country.

With the ever-increasing 1) Requests by the public for records and discovery, 2) Need to manage and search electronic and paper documents, and 3) Cost of electronic and paper records storage, Oregon's Records Management Solution meets those needs through an innovative SaaS (Software as a Service) model. The model has been designed to fulfill agencies' records management, hardware, software, training, and support needs without the requirement of an up-front investment.

ORMS Advantages:

- Partnership with the Oregon Archives Division ensures legally compliant records rules and configuration
- Solution proven effective through previous implementations at the Oregon Secretary of State Offices and Oregon Pilot Agencies
- Shifts agencies' investment from a capital to an operational expense
- Most cost-effective, in the cloud, records management solution available based on monthly per-user cost which includes:
 - Software, hardware, 24/7 Oregon-based ORMS Help Desk, ongoing training, data storage, ongoing hardware and software maintenance and upgrades
 - No upfront infrastructure costs or maintenance required by the agencies for *Standard Services*; additional services are available at contract rates
 - Updates, webinars, newsletters, conference calls, and remote access sessions available for agencies in their offices, on their desktop
 - Single point of contact to answer agency questions and resolve issues
- Use of Hewlett Packard TRIM® Records Management Software which delivers comprehensive tools and interfaces available. Features include:
 - Department of Defense 5015.2 certified to provide highest level of information security
 - Scheduled and automated destruction of records to reduce legal risk and liability and storage needs
 - Robust search and retrieval capabilities
- Central data repository located in state-of-the-art Tier 3+ data center located in a secure Oregon location
- Working with Oregon-based CCI and Arikkan which have a combined forty-seven year history of delivering customer service and support to Oregon State and local government agencies that goes Beyond the Call®
- Additional records management services available through CCI and Arikkan as part of ORMS Master Agreement

- ORMS Help Desk provides Oregon agencies ongoing:
 - 24/7 support
 - Up-dates, webinars, newsletters, conference calls, and *Go To Meeting* sessions which allows CCI to remotely work with agencies on their desktop
 - Single point of contact to answer agency questions and resolve issues

For more information contact:

Karen Kolb Schoeningh,
ORMS Project Director
541-523-1029 ext. 451
karen@chavesconsulting.com

or

Rebecca Van Cleave
ORMS Team Lead
888-354-2006
ormshelp@chavessupport.com

Oregon Records Management Solution

Subscription Pricing

| Total Number of ORMS Users (all agencies) | Cost per Month per Additional User | Cost per Month for 1-10 Users |
|---|------------------------------------|-------------------------------|
| 1 to 3000 | \$37.02 | \$370.20 |
| 3,001 to 4,000 | \$29.74 | \$297.40 |
| 4,001 to 5,000 | \$26.66 | \$266.60 |
| 5,001 to 6,000 | \$24.06 | \$240.60 |
| 6,001 to 7,000 | \$21.61 | \$216.10 |
| 7,001 to 8,000 | \$19.62 | \$196.20 |
| 8,001 to 9,000 | \$18.81 | \$188.10 |
| 9,001 to 10,000 | \$17.53 | \$175.30 |
| 10,001 to 11,000 | \$16.55 | \$165.50 |
| 11,001 to 12,000 | \$15.71 | \$157.10 |
| 12,001 to 13,000 | \$14.68 | \$146.80 |
| 13,001 to 14,000 | \$14.02 | \$140.20 |
| 14,001 to 15,000 | \$13.55 | \$135.50 |
| 15,001 to 16,000 | \$12.54 | \$125.40 |
| 16,001 to 17,000 | \$11.96 | \$119.60 |
| 17,001 to 18,000 | \$11.44 | \$114.40 |
| 18,001 to 19,000 | \$10.99 | \$109.90 |
| 19,001 to 20,000 | \$10.54 | \$105.40 |



Oregon Records Management Solution (ORMS) Data Storage and Transfer

Included in the monthly per user cost:

- 10GB of data storage per user
- 1GB of data transfer per user per month.

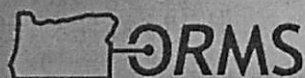
These amounts will be metered *at the agency level*. These amounts are based on an average of standard user disk space and data transfer required.

For example, if there were a total of 1,000 users in the State or Authorized Purchaser agency, the amount of disk storage allocated would be 10,000GB (10TB) and the amount of data transfer per month would be 1,000GB (1TB).

If the agency were to *exceed* those amounts in a month, the cost for those Additional Services will be:

- \$7.00 per 10GB of additional storage per month and
- \$1.20 per 1GB of additional data transfer per month

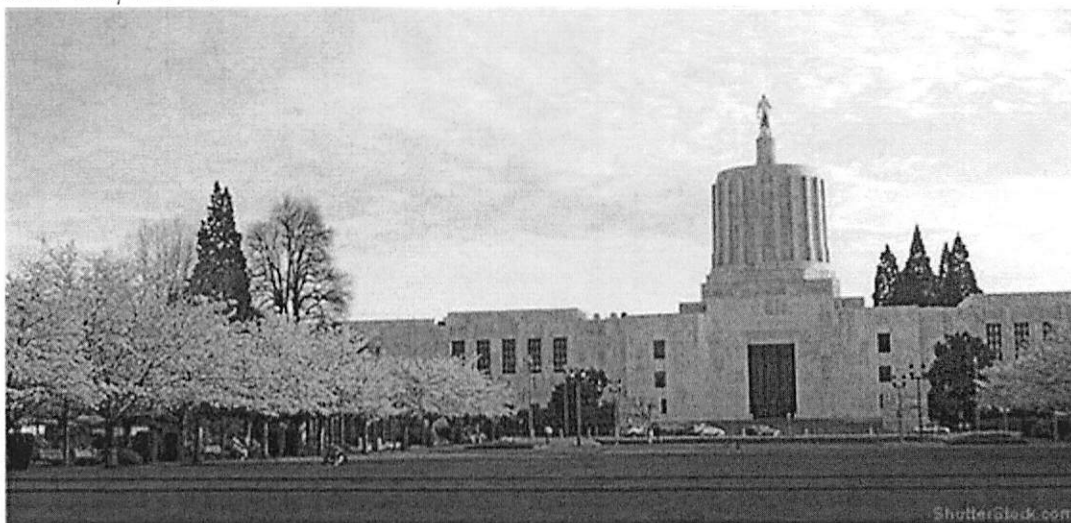
The amount of data storage included in the monthly per user price increases as the number of users in the agency grows.





Oregon rides cloud to statewide records management system

- By Rutrell Yasin
- Jan 09, 2013



A cloud-based records management system in the office of Oregon's Secretary of State produced such improvements in access and processing time that officials are now expanding it statewide.

The Oregon Records Management Solution (ORMS) will let state, city and county agencies manage and provide access to records in an efficient, uniform manner and will save money on storage, risk and litigation costs, officials said.

ORMS, currently a pilot program that originated in the Secretary of State's office, uses HP TRIM, enterprise document and records management software developed by Autonomy, an HP company, to manage digital and physical records. Prior to implementing HP TRIM, employees had to sift through backup tapes, e-mails and file servers to satisfy public records requests.

With HP TRIM, requests are processed much faster. For example, a request for the 80,000 e-mails generated by the Secretary of State since taking office now takes 90 seconds to fulfill, instead of days. ORMS pilot agencies are experiencing similar benefits. Requests for public documents that used to take a week to process now take 30 seconds, Oregon officials said.

"We realized that the benefits we experienced at the Secretary of State's office could be broadened to encompass every city, county and state agency in Oregon," said Oregon Secretary of State Kate Brown, in a release. "And since agencies access ORMS on a per-user basis, the smallest agencies can have the same transformative public records management as organizations with thousands of employees and larger budgets."

ORMS was developed through a public/private collaboration with Chaves Consulting Inc., Autonomy and Arikkan Inc. ORMS incorporates HP TRIM as part of a software-as-a-service solution to make access to government records easier, more transparent and affordable, Oregon officials said. ORMS runs in a private government cloud built in partnership between CCI, Arikkan and Sace Inc. Cloud Records Management Solutions.

"Most state archivists don't manage information until after documents have been created and used, but that process is cumbersome and does not work very well," said Mary Beth Herkert, archivist for Oregon. "HP TRIM lets us pivot to a front-end management solution where the records are managed as they are created," Herkert said.

ORMS will help agencies comply with Oregon public records law, which require scheduled notification of automated retention and destruction of records, officials said. Additionally, ORMS will support eDiscovery projects when legal teams must produce and review large volumes of information. Currently, more than 700 employees across 11 city, county and state agencies have used ORMS with HP TRIM to manage more than one million documents during the pilot program, Oregon officials said.

In addition to the Secretary of State's Office, pilot agencies include: Oregon's Energy and Human Services departments, Public Utility Commission, Tualatin Hills Parks and Recreation District and the cities of Beaverton, Dundee, Hillsboro, Milwaukie and West Linn. In addition, the cities of St. Helens and Lebanon, as well as Tillamook County, have come on board as early adopters, officials said.

The Secretary of State's office anticipates more agencies will use ORMS once the pilot program is over. Oregon officials have also submitted a federal grant in order to bring all of the current governor's records online as well as to share technologies with the State of Washington.

<http://gcn.com/articles/2013/01/09/oregon-cloud-statewide-records-management-system.aspx>

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Source: Wall Street Journal MarketWatch

press release

Jan. 8, 2013, 4:00 a.m. EST

State of Oregon Embraces HP TRIM for Statewide Cloud-based Records Management Program

**Technology from Autonomy, an HP Company, enables
transparent, efficient records management with lowered risk
and costs**



PR Newswire

United Business Media

PALO ALTO, Calif., Jan. 8, 2013 /PRNewswire via COMTEX/ -- Autonomy, an HP company, today announced that the State of Oregon has selected HP TRIM as the cornerstone of a cloud-based records management system that will allow state, city and county agencies to manage, secure and provide access to digital and physical documents.

Called Oregon Records Management Solution (ORMS), the cloud-based system is the result of a unique public-private collaboration between Autonomy, Chaves Consulting and Arikkan, utilizing HP TRIM to implement the first statewide electronic records management solution of its kind in the country. ORMS implements HP TRIM in the cloud as part of a Software-as-a-Service solution to make access to government records easier, more transparent, and affordable.

Currently a pilot program, ORMS will provide agencies with the ability to manage records in an efficient, uniform manner and save money on storage, risk and litigation costs. ORMS will allow agencies to comply with Oregon public records law for scheduled notification of automated retention and destruction of records. In addition, ORMS will support eDiscovery projects when legal teams must produce and review large volumes of information. Currently, over 700 employees across 11 city, county and state agencies have used ORMS with HP TRIM to manage more than 1 million documents during the pilot program.

The pilot program originated in the office of the Oregon Secretary of State, which used HP TRIM to manage its digital and physical records. Before using HP TRIM, employees had to go through back-up tapes, emails and file servers to satisfy public records requests. With HP TRIM, requests are processed exponentially faster. For example, a request for the 80,000 emails generated by the Secretary of State since taking office took 90 seconds to fulfill, instead of days. ORMS pilot agencies are experiencing similar benefits, for example requests for public documents that used to take a week to process now take 30 seconds.

"We realized that the benefits we experienced at the Secretary of State's office could be broadened to encompass every city, county and state agency in Oregon," said Oregon Secretary of State Kate Brown. "And since agencies access ORMS on a per-user basis, the smallest agencies can have the same transformative public records management as organizations with thousands of employees and larger budgets. ORMS with HP TRIM truly levels the playing field when it comes to managing public records."

"Most state archivists don't manage information until after documents have been created and used, but that process is cumbersome and does not work very well," said Mary Beth Herkert, archivist, State of Oregon. "HP TRIM lets us pivot to a front-end management solution where the records are managed as they are created."

In addition to the Secretary of State's Office, pilot agencies include: Oregon Department of Energy; Oregon Department of Human Services; Public Utility Commission; Tualatin Hills Parks and Recreation District; and the cities of Beaverton, Dundee, Hillsboro, Milwaukie and West Linn. In addition, the cities of St. Helens and Lebanon, as well as Tillamook County, have come on board as early adopters.

The Secretary of State's office anticipates more agencies coming on board once the pilot program is over. There is also a federal grant in play for bringing all of the current Oregon governor's records online as well as sharing technologies with the State of Washington.

Because ORMS is cloud-based, there are no up-front infrastructure costs. It also offers a smaller IT footprint and reduced equipment, power and facilities expenses. ORMS fulfills agencies' needs for records management hardware, software, training and support without the requirement of an up-front investment.

"Government agencies are under a lot of pressure, as the public expects their agencies to be working efficiently and cost effectively, while agencies are constantly having their resources cut and are now expected to do more with less," said Neil Araujo, general manager, Enterprise Content Management, Autonomy, an HP Company. "Implementing a records management solution like HP TRIM that is purpose-built to do the heavy lifting is an ideal way for government agencies to ratchet up efficiencies while still complying with state law."

About Chaves Consulting (CCI) Since 1980, CCI has designed and implemented on-time, cost-effective, complex information system solutions for state and local government agencies

throughout the United States. CCI has built a reputation for delivering exceptional customer service and product excellence that goes Beyond the Call[®]. More information about CCI is available at www.chavesconsulting.com or by calling 800-435-4633.

About Arikkan, Inc. Arikkan, Inc. is a leading technology integrator known for delivering on-time, complex, innovative Enterprise Solutions for state and local government throughout the United States. Arikkan has built a reputation for delivering exceptional client service and product excellence that exceeds client expectations. More information about Arikkan, Inc. is available by e-mail info@arikkan.com or by calling 360-553-7966.

About CCI and Arikkan Joint Ventures Synergy Data Center and Services (www.synergycds.com) - A state-of-the-art Tier 3 data center built in partnership between CCI, Arikkan, Inc., and Sace Inc. Cloud Records Management SolutionsTM (CRMSTM) - The nation's first live Private Government Cloud for Records Management, developed and implemented through a Joint Venture between Arikkan, Inc. and Chaves Consulting, Inc. (CCI).

About Autonomy Autonomy, an HP Company, is a global leader in software that processes human information, or unstructured data, including social media, email, video, audio, text and web pages, etc. Autonomy's powerful management and analytic tools for structured information together with its ability to extract meaning in real time from all forms of information, regardless of format, is a unique tool for companies seeking to get the most out of their data. Autonomy's product portfolio helps power companies through enterprise search analytics, business process management and OEM operations. Autonomy also offers information governance solutions in areas such as eDiscovery, content management and compliance, as well as marketing solutions that help companies grow revenue, such as web content management, online marketing optimization and rich media management. Please visit www.autonomy.com to find out more.

About HP HP creates new possibilities for technology to have a meaningful impact on people, businesses, governments and society. The world's largest technology company, HP brings together a portfolio that spans printing, personal computing, software, services and IT infrastructure to solve customer problems. More information about HP [HPQ +1.45%](http://www.hp.com) is available at <http://www.hp.com>.

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assumptions include macroeconomic and geopolitical trends and events; the competitive pressures faced by HP's businesses; the development and transition of new products and services (and the enhancement of existing products and services) to meet customer needs and respond to emerging technological trends; the execution and performance of contracts by HP and its customers, suppliers and partners; the protection of HP's intellectual property assets, including intellectual property licensed from third parties; integration and other risks associated with business combination and investment transactions; the hiring and retention of key employees; assumptions related to pension and other post-retirement costs and retirement programs; the execution, timing and results of restructuring plans, including estimates and assumptions related to the cost and the anticipated benefits of implementing those plans; expectations and assumptions relating to the execution and timing of cost reduction programs and restructuring and integration plans; the resolution of pending investigations, claims and disputes; and other risks that are described in HP's Quarterly Report on Form 10-Q for the fiscal quarter ended July 31, 2012 and HP's other filings with the Securities and Exchange Commission, including HP's Annual Report on Form 10-K for the fiscal year ended October 31, 2011. HP assumes no obligation and does not intend to update these forward-looking statements.

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www.hp.com/go/newsroom

SOURCE Autonomy, an HP Company

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Agreement with Harbor Sanitary District

Recommended Motion:

This is a status report. Action may be taken after the City Council confers in executive session.

Background/Discussion:

City staff will provide a status report on negotiations with the Harbor Sanitary District in the development of a new intergovernmental agreement.

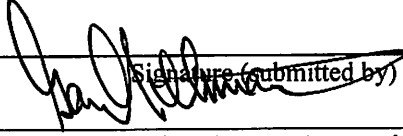
The City Council will be meeting concerning this matter in executive session on July 10 and may take action which would then be reported under this item on the agenda.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval


Subject: Stout Park Fund

Recommended Motion:

Motion to adopt Resolution 17-R-1117 authorizing the Use of the Stout Park Fund to make Improvements to Stout Park

Financial Impact:

Frees \$15,000 from restricted Stout Park "Trust Fund".

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City received Stout Park as a gift from Palm May Stout in 1966. The agreement with respect to transfer of the property provides in part:

"Upon acceptance of the title to the property and of the terms of this agreement by the City, the Owner will establish a trust fund with a bank of her choice in the amount of \$15,000, with the provision that the income earned by said trust will be used for the maintenance of the proposed park."

City records indicate that Ms. Stout did not establish a trust fund, but that the City has held the \$15,000 in trust. The City has been carrying this \$15,000 as a separate line item in the City's books for over 50 years. The funds generate minimal revenue. Staff is proposing to extinguish this "fund" by authorizing use of the funds on park improvements. If the Resolution is approved, staff will provide recommendations on use of the funds in the 2018-19 budget proposal.

The City Attorney has advised that the change in disposition of the funds can be made by the adoption of a City Council Resolution.

Attachment(s):

- a. Resolutuon 17-R-1117
- b. Stout Park Deed.

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 17-R-1117

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING THE USE OF THE STOUT PARK FUND TO MAKE IMPROVEMENTS TO STOUT PARK.

WHEREAS, in 1966, Palm May Stout deeded the property known as Stout Park to the City of Brookings for use as general City Park after her death; and

WHEREAS, the City agreed to certain terms and conditions in return for the conveyance, including the provision that Ms. Stout would establish a trust fund with a bank of her choice in the amount of \$15,000.00 and that the interest would be used for the maintenance of the park; and

WHEREAS, Ms. Stout never established a trust fund with any bank and instead deposited \$15,000.00 with the City of Brookings, which has held the funds in trust until this day; and

WHEREAS, the existence of the funds held by the City has created very little interest with which to fund maintenance of the park; and

WHEREAS, the City believes it to be consistent with the terms of the agreement use the funds intended for Stout Park rather than to let them sit idle indefinitely and thereby providing no benefit to the park.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that the funds held in trust for Stout Park maintenance in the General Fund unappropriated balance are hereby authorized to be used for improvements to Stout Park and for no other purpose.

BE IT FURTHER RESOLVED, that the City Council finds this use of the funds to be consistent with and in fulfillment of the agreement between the City of Brookings and Palm May Stout to establish and maintain Stout Park.

Passed by the City Council _____, 2017 ; effective _____.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

A G R E E M E N T

THIS AGREEMENT, made and entered into this 25th day of August, 1966, by and between PALM MAY STOUT, hereinafter known as the Owner, and the CITY OF BROOKINGS, OREGON, a municipal corporation, hereinafter known as the City, WITNESSETH:

WHEREAS, the Owner is the owner of the hereinafter described real property and is willing to convey the same to the City for use as a city park after the Owner's passing; and

WHEREAS, it is not the Owner's expectation nor desire that any cash consideration be paid to her for the transfer of the hereinafter described real property to the City, but said transfer is subject to certain conditions, including the use of the property by the Owner for her own purposes during her natural life; and

WHEREAS, the parties have agreed upon the terms and conditions and desire to reduce the same to writing,

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, the parties do hereby contract and agree with each other as follows:

1. Concurrently with the execution of this agreement the Owner shall convey to the City for park purposes by a bargain and sale deed the following described real property in Curry County, Oregon:

✓ Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 17; and Lots 9, 10, 11, 12, 13, 14 and 15, Block 18, in the City of Brookings, Curry County, Oregon.

2. Said conveyance shall be subject to the reservation by the grantor of a life estate in the above described real property for her natural life, with the right to the control

and possession of the property during her lifetime. It is recognized by the parties that a part of the Owner's obligation as holder of the life estate is the payment of the taxes and the up-keep and maintenance of the improvements on the property.

3. No buildings other than a Community Hall shall be built on the above described real property, with the exception that adequate rest room facilities for the general public may also be constructed on the property.

4. The present caretaker, Minnie Madson, shall have the privilege of living, rent free, in the present caretaker's house on the above described property until her passing or she leaves of her own volition. Minnie Madson shall also serve as caretaker so long as she remains on the property and is physically able so to do.

5. The existing guest house and her own home on the property shall be completely removed when the Owner voluntarily leaves, and at her passing, in any event. The caretaker's quarters shall be removed upon Minnie Madson no longer occupying the caretaker's quarters. The rights and privileges herein provided for Minnie Madson are personal to her and may not be used nor exercised by any other person.

6. Upon acceptance of the title to the property and of the terms of this agreement by the City, the Owner will establish a trust fund with a bank of her choice in the amount of \$15,000.00, with the provision that the income earned by said trust fund will be used for the maintenance of the proposed city park.

7. The City shall maintain a City Park Board of not less than three (3) members to supervise the operation and maintenance of the park. Such Park Board shall also supervise

the expenditure of the income from said trust fund to the end that it will be used for the proper maintenance and improvement of the park.

8. The City, as a part of its obligation hereunder, shall spend not less than \$50.00 a year for fertilizer for the azaleas and lawns in the park. This money must come direct from city funds and not from the income from the trust fund, but such requirement is not effective until the Owner has surrendered possession of the park property to the City. In addition, no azaleas in good condition may be removed from the park property. Only those azaleas whose usefulness and appearance has been destroyed by old age or other defect may be removed.

9. The Community Hall on the above property when constructed shall have its exterior walls constructed of redwood and as much redwood used throughout its construction as is reasonably possible.

10. If the Owner is granted the final approval of the building plans for the Community Hall, the Owner agrees to pay one-half (1/2) of the building costs for the Community Hall, but not exceeding the sum of \$_____. The Owner makes this agreement because of her sincere and earnest desire to provide not only a beautiful and inspiring park area for the City of Brookings and its inhabitants, but to further assist in making available a beautiful community building for Brookings and within the park area.

IN WITNESS WHEREOF, the Owner has set her hand and seal to this agreement and the City has caused it to be executed by its duly authorized officers as of the day and year first

above written.

Palmer May Stout (SEAL)
Owner

CITY OF BROOKINGS, OREGON

By Samuel Stanley
Mayor

ATTEST:

Robert D. D.
City Recorder

KNOW ALL MEN BY THESE PRESENTS, That PALM MAY STOUT, a single woman, grantor,
 in consideration of One and no/100 (\$1.00) ----- Dollars,
 and other good and valuable consideration
 to her paid by CITY OF BROOKINGS, OREGON, a municipal corporation,
 does hereby grant, bargain, sell and convey unto the said grantee, its successors, grantee,
 following real property, with the tenements, hereditaments and appurtenances, situated in the County of
Curry and State of Oregon, bounded and described as follows, to-wit:

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and
 20, Block 17; and

Lots 9, 10, 11, 12, 13, 14 and 15, Block 18, in the City
 of Brookings, Curry County, Oregon.

The above described property is conveyed to the Grantee
 for use as a general city park.

The Grantor reserves for herself a life estate in the
 above described property for the term of her natural life,
 with the right to the possession and enjoyment of the property
 during her lifetime.

To Have and to Hold, the above described and granted premises unto the said grantee, its
 successors and assigns forever.

Witness her hand and seal this August 25, 1966.

Palm May Stout (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,

County of Curry } ss. On this 25th day of August, 1966,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the
 within named Palm May Stout, a single woman,

who is

known to me to be the identical individual described in and who executed the within
 instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 seal the day and year last above written.

[Signature]
 Notary Public for Oregon.

My commission expires

Bargain and Sale DEED

Palm May Stout

TO

the City of Brookings

AFTER RECORDING RETURN TO

City of Brookings
 P. O. Box "C"
 Brookings, Oregon

DO NOT USE THIS
 SPACE. RESERVED
 FOR RECORDING
 LABEL IN COUN-
 TIES WHERE
 USED

STATE OF OREGON,

County of Curry } ss.

I certify that the within instru-
 ment was received for record on the
day of Sept., 1966,
 at 1:30 o'clock P. M., and recorded
 in book 81 on page
 Record of Deeds of said County.

Witness my hand and seal of
 County allixed.

[Signature]
 County Clerk—Recorder.

By
 Deputy.

DOCKET No.

City of Brookings

CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, June 26, 2017

Call to Order

Mayor Pieper called the meeting to order at 7:00 PM.

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Roger Thompson and Dennis Triglia; Councilor Brent Hodges was absent; Student Ex Officio Shawntisha Bailey present; a quorum present.

Staff present: City Manager Gary Milliman, Finance & Human Resources Director Janell Howard, Public Works and Development Director Paul Stevens, City Attorney Martha Rice, and City Recorder Teri Davis.

Media Present: No media present

Others Present: Six audience members.

Ceremonies

Mayor Pieper presented Ex Officio Shawntisha Bailey with an appreciation plaque.

Oral Requests and Communications from the audience

Staff Reports

Ferry Creek Grant Agreement

Public Works & Development Director Stevens presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to authorize the City Manager to execute Grant Agreement #GA-0125-17 with OWRD for the development of a feasibility study for Ferry Creek Dam.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to authorize the City Manager to Develop a Scope of Work (SOW) and negotiate a fee with The Dyer Partnership to develop the Feasibility Study in accordance with Grant Agreement #GA-0125-17.

Charter Spectrum Digital Advertising Renewal

City Recorder Davis presented the Staff Report

Dan Tippman of 580 Fern Ave., Apt. #1, Brookings, addressed Council in opposition to the retargeting aspect of the advertising campaign.

Councilor Thompson moved, Councilor Hamilton seconded and Council voted unanimously with an advisory "aye" from Ex Officio Bailey to authorize the City Manager to execute an agreement with Spectrum Reach, continuing a digital tourism advertising campaign for an additional six months at a cost of \$1,000 per month.

Pistol River Wave Bash Fund Request

City Recorder Davis presented the Staff Report

Councilor Hamilton, speaking as Council Liaison to the Tourism Promotion Advisory Committee (TPAC), added that this event is program he feels the City should get behind.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously with an advisory "aye" from Ex Officio Bailey to allocate \$200 in Transient Occupancy Tax revenues in the form of a reimbursement to Barbara Ciaramella for the 2017 Pistol River Wave Bash.

Tourism Survey RFP

City Recorder Davis presented the Staff Report

Councilor Hamilton, speaking as Council Liaison to TPAC, said he felt that this project was not within the purview of the TPAC mission.

Council took no action on the item.

Chetco River Gage Agreement

City Manager Milliman presented the staff report.

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously with an advisory "aye" from Ex Officio Bailey to authorize the City Manager to execute the joint funding agreement with the U.S. Geological Survey for maintenance of the flow gage on the Chetco River.

Insurance Agent of Record

Finance & Human Resource Director Howard presented the staff report.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously and with an advisory "aye" from Ex Officio Bailey to accept the insurance services proposal from CAL/OR Insurance Specialist, Inc. and authorize the City Manager to execute a three year agreement.

Resolutions

New Deferred Compensation Plan

Finance & Human Resource Director Howard presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1110, establishing Oregon Savings Growth Plan as an eligible deferred compensation plan.

Transfer of Appropriations for FY 2016-17 Budget

Finance & Human Resource Director Howard presented the staff report.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1111, approving appropriation transfers for insurance proceeds received in the General Fund.

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1112, accepting specific purpose grants and donations in the General Fund, Streets Fund, Water Fund, Wastewater Fund, and Capital Projects Reserve Fund.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1113, approving appropriation transfers in the Street Fund, Capital Projects Reserve Fund, and the Water SDC Fund.

Councilor Thompson moved, Councilor Hamilton seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1114, transferring appropriations from contingency to Legislative/Administration, Parks and Recreation, and Swimming Pool in the General Fund.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously with an advisory “aye” from Ex Officio Bailey to adopt Resolution 17-R-1115, transferring appropriations from the contingency of the General Fund, Streets Fund, Water Fund, and the Wastewater Fund for workers’ compensation costs.

Consent Calendar

1. Approve Council minutes for May 8, 2017
2. Approve Council minutes for May 15, 2017
3. Accept Joseph Vogl resignation from Planning Commission
4. Receive monthly financial report for April 2017

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously with an advisory “aye” from Student Ex Officio Bailey to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilor Hamilton advised that Safety City will graduate its 1000th student on Saturday, July 1. He added that the program is fully funded through community donations.

Ex Officio Bailey remarked that she loved being part of the Council.

Adjournment

Councilor Triglia moved, Councilor Thompson seconded and Council voted by voice to adjourn the meeting at 8:04 p.m. with the Urban Renewal Agency meeting immediately following.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2017:

Jake Pieper, Mayor

Teri Davis, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
April 27, 2017

CALL TO ORDER

Chair Tom Bozack called the meeting to order at 7:07 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Patt Brown, Trace Kather, and Chair Tom Bozack

Absent: Commissioner Don Vilelle, Jay Trost

Also present: Parks/Tech Services Supervisor Tony Baron

APPROVAL OF MINUTES

Motion made by Commissioner Kather to approve the minutes of February 23, 2017; motion seconded by Commissioner Brown and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES –

Dan Sherman, 224 Cedar Street, Brookings, OR – in regards to the trees to be taken down in Azalea Park suggested that the trees be tagged so the public is aware of which trees are to be taken out.

REGULAR AGENDA

A. Special Event Policy – Tony Baron presented the draft Special Event Policy for large events.

Current policy regulations for large events do not have consideration for extra trash removal, sufficient restroom facilities, overflow parking plans or security/event monitoring, items which always has to be determined by staff when a event permit is submitted. Commission discussed current park hours, extending park hours, safety issues of the area, and the need for after dark lighting. Draft policy requires event organizers to provide security and parking plans, higher insurance policy, and various late and forfeiture of fees. Commissioner Brown felt more rules/guidelines might deter use of the park for events. Commission questioned the late application fees and the time and work required by staff on short notice. Discussed after hour loud sound amplification and the effect on surrounding park neighbors.

Mike Frederick 16843 Yellow Brick Road – Oktoberfest & Chetco Brewer Run event organizer spoke that the \$2,000,000 insurance policy was more than usually requested, questioned the policies frequent mention of \$500 forfeiture fees, the need for extra security and reimbursing the police, thought that parking areas including neighborhood parking be left cleaner than before event, when they did not know how clean they were before the event and the requirement that each vendor have two trash cans was excessive. Did not understand how the neighborhood outreach contact would be done which Tony clarified that flyers left on doors could be sufficient. He agreed with trash dumpster and park clean up requirements. For his type of events he thought music playing until 9 or 10 pm was a reasonable time to end, but thought a decibel level for sound amplification should be determined. Was aware of the after dark challenges with no park lighting.

Commissioner Kather thought the repeated mention of the \$500 forfeiture was excessive and suggested it be a blanket statement. Tony clarified that parking plans are for larger events to ensure parking areas or shuttle buses are planned and available. Reimbursement of police services would be determined by the specific event. Language regarding security/alcohol monitors for events to be revised. Noted that if in future ball field lighting is obtain and installed park hours would need to be changed.

Motion made by Commissioner Kather to recommend approval of the Special Event Policy with changes; motion seconded by Commissioner Brown and the Commission voted; the motion carried unanimously. Tony to make policy changes and bring back to the Commission for approval before submitting to City Council.

INFORMATION UPDATES/DISCUSSION ITEMS

- A. Updates on items from last meetings** – Tony advised there is a City Council meeting on May 8th regarding the Azalea Park Trees being removed. He has provided a map highlighting the areas for tree removal.

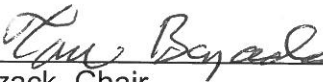
COMMISSIONER REPORTS/COMMENTS

- A.** None

ADJOURNMENT

Next meeting scheduled for June 22, 2017. With no further business before the Commission, the meeting adjourned at 8:20 pm.

Respectfully submitted,



Tom Bozack, Chair

(Approved at April 27, 2017 meeting)

Report Criteria:

Report type: Summary

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|-----------------------------------|------------------|-----------|
| 06/17 | 06/01/2017 | 79407 | 993 | ATCO International | 10-00-2005 | 240.00 |
| 06/17 | 06/01/2017 | 79408 | 5767 | Axon Enterprise Inc | 10-00-2005 | 126.47 |
| 06/17 | 06/01/2017 | 79409 | 5004 | Blumenthal Uniforms & Equipment | 10-00-2005 | 89.50 |
| 06/17 | 06/01/2017 | 79410 | 416 | Brookings Lock & Safe Inc | 20-00-2005 | 72.50 |
| 06/17 | 06/01/2017 | 79411 | 313 | Brookings Vol Firefighters | 10-00-2005 | 2,250.00 |
| 06/17 | 06/01/2017 | 79412 | 715 | Budge McHugh Supply | 20-00-2005 | 6,945.18 |
| 06/17 | 06/01/2017 | 79413 | 5070 | Canon Solutions America | 10-00-2005 | 91.63 |
| 06/17 | 06/01/2017 | 79414 | 1373 | Cascade Fire Equipment | 10-00-2005 | 980.00 |
| 06/17 | 06/01/2017 | 79415 | 1745 | Coastal Paper & Supply, Inc | 10-00-2005 | 1,310.77 |
| 06/17 | 06/01/2017 | 79416 | 183 | Colvin Oil Company | 25-00-2005 | 3,140.59 |
| 06/17 | 06/01/2017 | 79417 | 182 | Coos-Curry Electric | 10-00-2005 | 27,000.06 |
| 06/17 | 06/01/2017 | 79418 | 4746 | Curry County Treasurer | 10-00-2005 | 614.00 |
| 06/17 | 06/01/2017 | 79419 | 1 | Krystal Aubin | 20-00-2005 | 32.26 |
| 06/17 | 06/01/2017 | 79420 | 1 | Alejandro Gallego | 20-00-2005 | 113.24 |
| 06/17 | 06/01/2017 | 79421 | 1 | William Hoppe | 20-00-2005 | 28.78 |
| 06/17 | 06/01/2017 | 79422 | 1 | David Huserik | 20-00-2005 | 115.03 |
| 06/17 | 06/01/2017 | 79423 | 371 | Dept. of Environmental Quality | 15-00-2005 | 985.00 |
| 06/17 | 06/01/2017 | 79424 | 371 | Oregon DEQ | 25-00-2005 | 160.00 |
| 06/17 | 06/01/2017 | 79425 | 5753 | James M Fallman Jr | 10-00-2005 | 200.00 |
| 06/17 | 06/01/2017 | 79426 | 2186 | Ferguson Enterprises Inc #3011 | 15-00-2005 | 12,525.31 |
| 06/17 | 06/01/2017 | 79427 | 5642 | Financial Pacific Leasing | 10-00-2005 | 4,031.88 |
| 06/17 | 06/01/2017 | 79428 | 5432 | First Community Credit Union | 25-00-2005 | 812.99 |
| 06/17 | 06/01/2017 | 79429 | 298 | Freeman Rock, Inc | 50-00-2005 | 784.46 |
| 06/17 | 06/01/2017 | 79430 | 4646 | Frontier | 10-00-2005 | 211.41 |
| 06/17 | 06/01/2017 | 79431 | 5769 | Full Compass Systems LTD | 10-00-2005 | 3,510.04 |
| 06/17 | 06/01/2017 | 79432 | 5123 | GCB Automation and Marine LLC | 25-00-2005 | 700.00 |
| 06/17 | 06/01/2017 | 79433 | 5065 | Gold Beach Lumber | 15-00-2005 | 23.97 |
| 06/17 | 06/01/2017 | 79434 | 5636 | Golden West Industrial Supply Inc | 10-00-2005 | 166.00 |
| 06/17 | 06/01/2017 | 79435 | 5172 | Gowman Electric, Inc | 10-00-2005 | 516.25 |
| 06/17 | 06/01/2017 | 79436 | 167 | Hach Company | 25-00-2005 | 67.38 |
| 06/17 | 06/01/2017 | 79437 | 199 | Richard Harper | 10-00-2005 | 400.00 |
| 06/17 | 06/01/2017 | 79438 | 5153 | Hodges, Brent | 10-00-2005 | 308.72 |
| 06/17 | 06/01/2017 | 79439 | 4171 | In-Motion Graphics | 10-00-2005 | 454.70 |
| 06/17 | 06/01/2017 | 79440 | 4981 | McLennan Excavation, Inc | 15-00-2005 | 26,485.66 |
| 06/17 | 06/01/2017 | 79441 | 4269 | Milliman, Gary | 10-00-2005 | 67.50 |
| 06/17 | 06/01/2017 | 79442 | 3561 | Oil Can Henry's | 10-00-2005 | 88.47 |
| 06/17 | 06/01/2017 | 79443 | 4899 | Oregon Coast Auto Detailing | 10-00-2005 | 250.00 |
| 06/17 | 06/01/2017 | 79444 | 5155 | Oregon Department of Revenue | 10-00-2005 | 1,756.66 |
| 06/17 | 06/01/2017 | 79445 | 5655 | Pacific Excavation Inc | 53-00-2005 | 8,120.00 |
| 06/17 | 06/01/2017 | 79446 | 1173 | Positive Promotions Inc | 10-00-2005 | 826.85 |
| 06/17 | 06/01/2017 | 79447 | 322 | Postmaster | 25-00-2005 | 850.00 |
| 06/17 | 06/01/2017 | 79448 | 5766 | Emilie Preiser | 10-00-2005 | 141.00 |
| 06/17 | 06/01/2017 | 79449 | 5768 | Proficient Auto Center Inc | 10-00-2005 | 345.00 |
| 06/17 | 06/01/2017 | 79450 | 207 | Quill Corporation | 10-00-2005 | 74.47 |
| 06/17 | 06/01/2017 | 79451 | 3 | Susan Spencer | 20-00-2005 | 34.83 |
| 06/17 | 06/01/2017 | 79452 | 3309 | Roberts & Associates | 15-00-2005 | 1,740.00 |
| 06/17 | 06/01/2017 | 79453 | 1840 | Rogue Credit Union | 50-00-2005 | 2,497.61 |
| 06/17 | 06/01/2017 | 79454 | 5765 | Mark Schexnayder | 10-00-2005 | 91.00 |
| 06/17 | 06/01/2017 | 79455 | 380 | Stadelman Electric Inc | 10-00-2005 | 2,180.22 |
| 06/17 | 06/01/2017 | 79456 | 956 | Suiter's Paint & Body | 61-00-2005 | 125.00 |
| 06/17 | 06/01/2017 | 79457 | 797 | Town & Country Animal Clinic | 61-00-2005 | 54.00 |
| 06/17 | 06/01/2017 | 79458 | 990 | UPS | 20-00-2005 | 169.56 |
| 06/17 | 06/01/2017 | 79459 | 2863 | Verizon Wireless | 10-00-2005 | 2,443.32 |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|---------------------------------|------------------|------------|
| 06/17 | 06/01/2017 | 79460 | 861 | Village Express Mail Center | 10-00-2005 | 12.67 |
| 06/17 | 06/01/2017 | 79461 | 2122 | Cardmember Service | 10-00-2005 | 2,792.85 |
| 06/17 | 06/01/2017 | 79462 | 4220 | Woof's Dog Bakery | 61-00-2005 | 72.99 |
| 06/17 | 06/08/2017 | 79463 | 5773 | Advanced Shelter Systems Inc | 50-00-2005 | 5,000.00 |
| 06/17 | 06/08/2017 | 79464 | 5767 | Axon Enterprise Inc | 10-00-2005 | 202.71 |
| 06/17 | 06/08/2017 | 79465 | 1314 | Bernie Bishop Mazda | 20-00-2005 | 316.10 |
| 06/17 | 06/08/2017 | 79466 | 4939 | BI- Mart Corporation | 20-00-2005 | 429.02 |
| 06/17 | 06/08/2017 | 79467 | 5004 | Blumenthal Uniforms & Equipment | 10-00-2005 | 73.49 |
| 06/17 | 06/08/2017 | 79468 | 147 | Brookings Glass Inc | 10-00-2005 | 7.00 |
| 06/17 | 06/08/2017 | 79469 | 5070 | Canon Solutions America | 10-00-2005 | 689.54 |
| 06/17 | 06/08/2017 | 79470 | 149 | Carpenter Tire Factory | 10-00-2005 | 85.00 |
| 06/17 | 06/08/2017 | 79471 | 3015 | Charter Communications | 30-00-2005 | 495.00 |
| 06/17 | 06/08/2017 | 79472 | 3834 | Clean Sweep Janitorial Service | 20-00-2005 | 2,015.00 |
| 06/17 | 06/08/2017 | 79473 | 166 | Dan's Auto & Marine Electric | 15-00-2005 | 124.97 |
| 06/17 | 06/08/2017 | 79474 | 259 | Da-Tone Rock Products | 50-00-2005 | 764.28 |
| 06/17 | 06/08/2017 | 79475 | 317 | DCBS - Fiscal Services | 10-00-2005 | 154.32 |
| 06/17 | 06/08/2017 | 79476 | 185 | Del Cur Supply | 20-00-2005 | 1,975.86 |
| 06/17 | 06/08/2017 | 79477 | 1 | Christian Cooper | 20-00-2005 | 66.32 |
| 06/17 | 06/08/2017 | 79478 | 1 | David & Margot Jaumotte | 20-00-2005 | 111.70 |
| 06/17 | 06/08/2017 | 79479 | 1 | Pacific Ocean Properties | 20-00-2005 | 297.06 |
| 06/17 | 06/08/2017 | 79480 | 1 | Raymond Page | 20-00-2005 | 11.16 |
| 06/17 | 06/08/2017 | 79481 | 484 | DMV | 10-00-2005 | 3.50 |
| 06/17 | 06/08/2017 | 79482 | 749 | Emerald Pool & Patio | 10-00-2005 | 646.13 |
| 06/17 | 06/08/2017 | 79483 | 261 | Engineered Control Products | 20-00-2005 | 663.98 |
| 06/17 | 06/08/2017 | 79484 | 5125 | Jordan Fanning | 50-00-2005 | 154.45 |
| 06/17 | 06/08/2017 | 79485 | 3342 | Fastenal | 20-00-2005 | 86.54 |
| 06/17 | 06/08/2017 | 79486 | 153 | Ferrellgas | 15-00-2005 | 948.77 |
| 06/17 | 06/08/2017 | 79487 | 529 | Flora Pacifica Inc | 15-00-2005 | 5,844.00 |
| 06/17 | 06/08/2017 | 79488 | 5318 | Jose Flores | 10-00-2005 | 78.00 |
| 06/17 | 06/08/2017 | 79489 | 4646 | Frontier | 10-00-2005 | 782.13 |
| 06/17 | 06/08/2017 | 79490 | 5452 | Pamela Ganey | 10-00-2005 | 235.50 |
| 06/17 | 06/08/2017 | 79491 | 269 | Grainger | 25-00-2005 | 190.96 |
| 06/17 | 06/08/2017 | 79492 | 4978 | Grants Pass Daily Courier | 10-00-2005 | 384.20 |
| 06/17 | 06/08/2017 | 79493 | 167 | Hach Company | 25-00-2005 | 570.64 |
| 06/17 | 06/08/2017 | 79494 | 139 | Harbor Logging Supply | 25-00-2005 | 75.15 |
| 06/17 | 06/08/2017 | 79495 | 4171 | In-Motion Graphics | 10-00-2005 | 35.00 |
| 06/17 | 06/08/2017 | 79496 | 162 | Kerr Hardware | 15-00-2005 | 761.79 |
| 06/17 | 06/08/2017 | 79497 | 4498 | Mauldin Electric | 20-00-2005 | 725.00 |
| 06/17 | 06/08/2017 | 79498 | 4573 | Methodworks | 25-00-2005 | 1,877.00 |
| 06/17 | 06/08/2017 | 79499 | 424 | Munnell & Sherrill | 25-00-2005 | 69.88 |
| 06/17 | 06/08/2017 | 79500 | 4487 | Net Assets Corporation | 10-00-2005 | 210.00 |
| 06/17 | 06/08/2017 | 79501 | 279 | One Call Concepts, Inc | 20-00-2005 | 42.24 |
| 06/17 | 06/08/2017 | 79502 | 5008 | Online Information Services | 10-00-2005 | 113.74 |
| 06/17 | 06/08/2017 | 79503 | 252 | Paramount Pest Control | 10-00-2005 | 50.00 |
| 06/17 | 06/08/2017 | 79504 | 5772 | PowerPhone Inc | 10-00-2005 | 883.00 |
| 06/17 | 06/08/2017 | 79505 | 5770 | Precision Hydro Inc | 25-00-2005 | 175.00 |
| 06/17 | 06/08/2017 | 79506 | 4546 | Pump Tech, Inc. | 10-00-2005 | 4,593.00 |
| 06/17 | 06/08/2017 | 79507 | 207 | Quill Corporation | 10-00-2005 | 770.23 |
| 06/17 | 06/08/2017 | 79508 | 3499 | Simplot Grower Solutions | 15-00-2005 | 134.39 |
| 06/17 | 06/08/2017 | 79509 | 142 | Tidewater Contractors Inc | 57-00-2005 | 339,268.75 |
| 06/17 | 06/08/2017 | 79510 | 861 | Village Express Mail Center | 10-00-2005 | 21.54 |
| 06/17 | 06/08/2017 | 79511 | 169 | Waste Connections Inc | 10-00-2005 | 1,443.43 |
| 06/17 | 06/08/2017 | 79512 | 5003 | Wild River Pizza | 10-00-2005 | 65.00 |
| 06/17 | 06/08/2017 | 79513 | 5771 | Ryan Willcutt | 10-00-2005 | 78.00 |
| 06/17 | 06/08/2017 | 79514 | 4131 | Zumar Industries Inc | 15-00-2005 | 229.79 |
| 06/17 | 06/13/2017 | 79515 | 4734 | Aramark Uniform Services | 10-00-2005 | 132.88 |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount | |
|--------------|---------------------|-----------------|------------------|---------------------------------------|------------------|-----------|---|
| 06/17 | 06/29/2017 | 79516 | 4797 | Tony Baron | 10-00-2005 | .00 | V |
| 06/17 | 06/13/2017 | 79517 | 2407 | Blue Star Gas | 10-00-2005 | 2,006.66 | |
| 06/17 | 06/13/2017 | 79518 | 5004 | Blumenthal Uniforms & Equipment | 10-00-2005 | 825.00 | |
| 06/17 | 06/13/2017 | 79519 | 416 | Brookings Lock & Safe Inc | 20-00-2005 | 126.00 | |
| 06/17 | 06/13/2017 | 79520 | 822 | Coast Auto Center | 10-00-2005 | 442.00 | |
| 06/17 | 06/13/2017 | 79521 | 183 | Colvin Oil Company | 10-00-2005 | 2,712.02 | |
| 06/17 | 06/13/2017 | 79522 | 173 | Curry Equipment | 10-00-2005 | 1,159.04 | |
| 06/17 | 06/13/2017 | 79523 | 1 | KDL Vending Co | 20-00-2005 | 82.17 | |
| 06/17 | 06/13/2017 | 79524 | 1 | Nicole Maple | 20-00-2005 | 200.00 | |
| 06/17 | 06/13/2017 | 79525 | 1 | Kat Stewart | 20-00-2005 | 84.18 | |
| 06/17 | 06/13/2017 | 79526 | 2640 | Dyer Partnership Inc., The | 55-00-2005 | 14,170.00 | |
| 06/17 | 06/13/2017 | 79527 | 2186 | Ferguson Enterprises Inc #3011 | 15-00-2005 | 8,690.00 | |
| 06/17 | 06/13/2017 | 79528 | 4646 | Frontier | 25-00-2005 | 882.37 | |
| 06/17 | 06/13/2017 | 79529 | 4989 | Gaylord Klinefelter Contracting Inc | 15-00-2005 | 3,229.00 | |
| 06/17 | 06/13/2017 | 79530 | 198 | Grants Pass Water Lab | 20-00-2005 | 378.00 | |
| 06/17 | 06/13/2017 | 79531 | 4171 | In-Motion Graphics | 10-00-2005 | 167.40 | |
| 06/17 | 06/13/2017 | 79532 | 5775 | Butch Jark | 10-00-2005 | 72.71 | |
| 06/17 | 06/13/2017 | 79533 | 5085 | L-Com Global Connectivity | 49-00-2005 | 166.23 | |
| 06/17 | 06/13/2017 | 79534 | 202 | League of Oregon Cities | 10-00-2005 | 579.20 | |
| 06/17 | 06/13/2017 | 79535 | 328 | Les Schwab Tire Center | 10-00-2005 | 2,046.77 | |
| 06/17 | 06/13/2017 | 79536 | 4573 | Methodworks | 25-00-2005 | 777.00 | |
| 06/17 | 06/13/2017 | 79537 | 5774 | Porter, Leah | 10-00-2005 | 208.00 | |
| 06/17 | 06/13/2017 | 79538 | 1173 | Positive Promotions Inc | 10-00-2005 | 866.21 | |
| 06/17 | 06/13/2017 | 79539 | 207 | Quill Corporation | 10-00-2005 | 16.79 | |
| 06/17 | 06/13/2017 | 79540 | 5776 | Skaggs, Stacy | 10-00-2005 | 128.00 | |
| 06/17 | 06/13/2017 | 79541 | 169 | Waste Connections Inc | 25-00-2005 | 2,361.03 | |
| 06/17 | 06/26/2017 | 79542 | 4797 | Tony Baron | 10-00-2005 | 279.00 | |
| 06/17 | 06/26/2017 | 79543 | 1314 | Bernie Bishop Mazda | 20-00-2005 | 261.75 | |
| 06/17 | 06/26/2017 | 79544 | 4363 | Black & Rice LLP | 10-00-2005 | 3,343.58 | |
| 06/17 | 06/26/2017 | 79545 | 5431 | Brandt Media | 10-00-2005 | 460.00 | |
| 06/17 | 06/26/2017 | 79546 | 5220 | CandyApple Productions | 10-00-2005 | 2,450.00 | |
| 06/17 | 06/26/2017 | 79547 | 3015 | Charter Communications | 10-00-2005 | 219.96 | |
| 06/17 | 06/26/2017 | 79548 | 183 | Colvin Oil Company | 10-00-2005 | 2,289.67 | |
| 06/17 | 06/26/2017 | 79549 | 5228 | Curry Community Health | 10-00-2005 | 25.00 | |
| 06/17 | 06/26/2017 | 79550 | 2384 | Curry County Road Dept | 25-00-2005 | 979.99 | |
| 06/17 | 06/26/2017 | 79551 | 4746 | Curry County Treasurer | 10-00-2005 | 730.00 | |
| 06/17 | 06/26/2017 | 79552 | 1 | Bryan Cawvey | 20-00-2005 | 24.91 | |
| 06/17 | 06/26/2017 | 79553 | 1 | Sean Tovey | 20-00-2005 | 46.97 | |
| 06/17 | 06/26/2017 | 79554 | 1 | Michael West | 20-00-2005 | 248.93 | |
| 06/17 | 06/26/2017 | 79555 | 1 | Colton Wiley | 20-00-2005 | 143.93 | |
| 06/17 | 06/26/2017 | 79556 | 371 | Dept. of Environmental Quality | 25-00-2005 | 360.00 | |
| 06/17 | 06/26/2017 | 79557 | 5156 | Desi's Tree Trimming | 15-00-2005 | 600.00 | |
| 06/17 | 06/26/2017 | 79558 | 4876 | D'sineZ | 10-00-2005 | 614.00 | |
| 06/17 | 06/26/2017 | 79559 | 2640 | Dyer Partnership Inc., The | 53-00-2005 | 3,290.69 | |
| 06/17 | 06/26/2017 | 79560 | 749 | Emerald Pool & Patio | 10-00-2005 | 969.56 | |
| 06/17 | 06/26/2017 | 79561 | 3342 | Fastenal | 15-00-2005 | 261.29 | |
| 06/17 | 06/26/2017 | 79562 | 4646 | Frontier | 30-00-2005 | 26.21 | |
| 06/17 | 06/29/2017 | 79563 | 5172 | Gowman Electric, Inc | 25-00-2005 | .00 | V |
| 06/17 | 06/26/2017 | 79564 | 269 | Grainger | 10-00-2005 | 534.60 | |
| 06/17 | 06/26/2017 | 79565 | 5777 | Hagen, Terri | 10-00-2005 | 21.50 | |
| 06/17 | 06/26/2017 | 79566 | 3408 | IDEXX Distribution Inc | 25-00-2005 | 696.99 | |
| 06/17 | 06/26/2017 | 79567 | 4171 | In-Motion Graphics | 10-00-2005 | 9.00 | |
| 06/17 | 06/26/2017 | 79568 | 5526 | L.N. Curtis & Sons Inc | 10-00-2005 | 821.27 | |
| 06/17 | 06/26/2017 | 79569 | 1844 | My-Comm, Inc | 10-00-2005 | 82.50 | |
| 06/17 | 06/26/2017 | 79570 | 5162 | National Hose Testing Specialties Inc | 10-00-2005 | 3,296.50 | |
| 06/17 | 06/26/2017 | 79571 | 5364 | North Central Laboratories | 25-00-2005 | 163.29 | |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|------------------------------|------------------|------------|
| 06/17 | 06/26/2017 | 79572 | 334 | North Coast Electric Company | 25-00-2005 | 43.36 |
| 06/17 | 06/26/2017 | 79573 | 3159 | NorthCoast Health Screening | 25-00-2005 | 720.00 |
| 06/17 | 06/26/2017 | 79574 | 5155 | Oregon Department of Revenue | 10-00-2005 | 2,116.25 |
| 06/17 | 06/26/2017 | 79575 | 695 | P & S Construction Co, Inc | 50-00-2005 | 1,950.00 |
| 06/17 | 06/26/2017 | 79576 | 5093 | Palicki, Barbara | 61-00-2005 | 256.98 |
| 06/17 | 06/26/2017 | 79577 | 5101 | Pitney Bowes Reserve Acct | 10-00-2005 | 500.00 |
| 06/17 | 06/26/2017 | 79578 | 207 | Quill Corporation | 10-00-2005 | 392.03 |
| 06/17 | 06/26/2017 | 79579 | 3 | Doris Mae Roll | 20-00-2005 | 43.67 |
| 06/17 | 06/26/2017 | 79580 | 5298 | Sea Clear Window Cleaning | 10-00-2005 | 150.00 |
| 06/17 | 06/26/2017 | 79581 | 3963 | Smith & Loveless, Inc | 25-00-2005 | 2,199.30 |
| 06/17 | 06/26/2017 | 79582 | 5730 | Spectrum Reach | 32-00-2005 | 1,000.00 |
| 06/17 | 06/26/2017 | 79583 | 1253 | Western Burner Co Inc | 25-00-2005 | 1,525.00 |
| 06/17 | 06/26/2017 | 79584 | 4131 | Zumar Industries Inc | 15-00-2005 | 657.31 |
| 06/17 | 06/29/2017 | 79585 | 5778 | American Red Cross | 10-00-2005 | 300.00 |
| 06/17 | 06/29/2017 | 79586 | 416 | Brookings Lock & Safe Inc | 20-00-2005 | 135.00 |
| 06/17 | 06/29/2017 | 79587 | 586 | Cole-Parmer Instrument Co | 25-00-2005 | 100.92 |
| 06/17 | 06/29/2017 | 79588 | 182 | Coos-Curry Electric | 10-00-2005 | 26,973.33 |
| 06/17 | 06/29/2017 | 79589 | 5228 | Curry Community Health | 10-00-2005 | 250.00 |
| 06/17 | 06/29/2017 | 79590 | 1 | Rosemary L Black | 20-00-2005 | 2.47 |
| 06/17 | 06/29/2017 | 79591 | 1 | Joseph & Shelly Gollaher | 20-00-2005 | 111.07 |
| 06/17 | 06/29/2017 | 79592 | 1 | Harold Rogers | 20-00-2005 | 215.21 |
| 06/17 | 06/29/2017 | 79593 | 298 | Freeman Rock, Inc | 50-00-2005 | 813.12 |
| 06/17 | 06/29/2017 | 79594 | 5065 | Gold Beach Lumber | 10-00-2005 | 114.98 |
| 06/17 | 06/29/2017 | 79595 | 867 | Local Gov't Personnel Inst | 10-00-2005 | 125.00 |
| 06/17 | 06/29/2017 | 79596 | 4981 | McLennan Excavation, Inc | 57-00-2005 | 134,071.20 |
| 06/17 | 06/29/2017 | 79597 | 329 | New Hope Plumbing | 20-00-2005 | 293.50 |
| 06/17 | 06/29/2017 | 79598 | 5779 | NVIS Communications LLC | 50-00-2005 | 250.00 |
| 06/17 | 06/29/2017 | 79599 | 5780 | Outlaw Grill and Catering | 50-00-2005 | 8,925.00 |
| 06/17 | 06/29/2017 | 79600 | 207 | Quill Corporation | 10-00-2005 | 648.74 |
| 06/17 | 06/29/2017 | 79601 | 5413 | Southern Computer Warehouse | 49-00-2005 | 1,114.49 |
| 06/17 | 06/29/2017 | 79602 | 2468 | Cliff Weeks | 61-00-2005 | 69.76 |
| 06/17 | 06/29/2017 | 79603 | 151 | Western Communications, Inc. | 10-00-2005 | 1,359.13 |

Grand Totals:

748,443.61

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1102 Fax (541) 469-3650

tdavis@brookings.or.us

Committee Vacancies

Date: July 10, 2017

Re: Vacant Volunteer Positions

Following is a list of all Commission/Committee positions and terms currently vacant:

| Position | Held By | Month/ Day | Year Expires | Term/ Years |
|------------------------|---------|---------------|-----------------|----------------|
| Budget #1 | VACANT | 2/1 | 2018 | 3 |
| Budget #3 | VACANT | 2/1 | 2019 | 3 |
| | | | | |
| Planning Commission #7 | VACANT | 4/1 | 2019 | 4 |
| | | | | |
| Public Art #1 | VACANT | 11/1 | 2017 | 3 |
| Public Art #4 | VACANT | 11/1 | 2018 | 3 |
| Public Art #5 | VACANT | 11/1 | 2018 | 3 |
| | | | | |
| Traffic Safety #1 | VACANT | 1/14 | 2018 | 2 |
| Traffic Safety #2 | VACANT | 1/14 | 2019 | 2 |