



RESOLUTION No. 2019-3586

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH LOCAL FAITH BASED, PRIVATE, AND PUBLIC ORGANIZATIONS TO PROVIDE ASSISTANCE TO THE CITY TO STORE AND DISTRIBUTE EMERGENCY WATER AND SUPPLIES IN THE EVENT OF A MAN MADE OR NATURAL DISASTER AND AUTHORIZING THE CITY MANAGER TO SIGN THE MOU.

RECITALS:

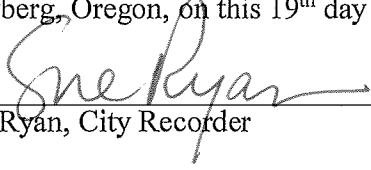
1. Natural and man-made disasters cause logistical challenges for local governments in providing immediate and long-term response and protection of the public without reduction in levels of service. Disasters impact City resources, personnel, equipment, and erode public safety and confidence during disrupted or limited communication.
2. The Oregon Legislature has directed cities to plan and prepare for emergencies including the facilitation of short and long-term recovery from disasters.
3. The City recognizes that its personnel, equipment and funding is not designed to be the sole responder to public need during a major emergency such as a Cascadia earthquake.
4. The City operates a municipal water system providing drinking water that a man made or natural disaster can disrupt or compromise for extended periods.
5. To address the need for providing water during emergencies, the City has several small scale portable water filtration units for emergencies and staging emergency supplies and small-scale water filtration equipment at strategic locations is recognized as the best model to provide for the community during an emergency.
6. Nearly all residences in Newberg are within a half-mile of a local faith based organization, school, park, golf course, or retirement community. These entities are willing to assist the City by using their organization to provide emergency resources to all persons in the City, regardless of demographics, origin, place of residence, or religious affiliation.
7. The City is committed to utilizing its budget resources designated for emergency preparedness to provide, where agreements are in place, training, materials and emergency supplies onsite at participating organizations.
8. Organizations have volunteered to partner with the City to prepare for emergencies and provide service to the community at large.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council does hereby authorize the City Manager or City Manager ProTem to modify and sign a memorandum of understanding (MOU) with local faith based, private, and public organizations to store equipment and distribute emergency water and supplies in the event of a man made or natural disaster. A draft MOU is attached as Exhibit "A" that outlines the roles and responsibilities of each organization.
2. The City Attorney will review and approve all documents, contracts, and agreements as to form and content.

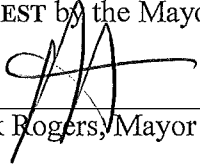
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: August 20, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, on this 19th day of August, 2019.



Sue Ryan, City Recorder

ATTEST by the Mayor this 22nd day of August, 2019.



Rick Rogers, Mayor

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY PREPAREDNESS AND THE STAGING OF EMERGENCY SUPPLIES TO FACILITATE RECOVERY FROM DISASTER WITHIN THE CITY OF NEWBERG.

This Memorandum of Understanding (“MOU”) is between the **City of Newberg (Newberg)** and “**Organization Name**” (**Organization**) for the purpose of coordinating in planning, preparing, training, and responding to natural, man-made, and technological disasters which might affect City and its citizens.

Recitals

- I. Whereas, natural disasters cause logistical challenges for local governments in providing immediate and long-term response and protection of the public without reduction in levels of service;
- II. Whereas, man-made and technological disasters may impact resources including **Newberg’s** personnel and equipment, and erode public confidence during periods of disrupted or limited communication;
- III. Whereas, the Oregon Legislature has directed cities to plan and prepare for emergencies including the facilitation of short and long-term recovery from disasters;
- IV. Whereas, **Newberg** recognizes that its personnel, equipment and funding is not designed to be the sole responder to public need in the event of a major emergency such as a Cascadia earthquake;
- V. Whereas, **Newberg** operates a municipal water system providing drinking water to utility customers;
- VI. Whereas, **Newberg** recognizes that a natural disaster has potential to disrupt or compromise water service for extended periods;
- VII. Whereas, to address the need for providing water during emergencies, **Newberg** has established a fleet of small scale portable water filtration units for emergencies, but that equipment is not guaranteed to remove all bacteria and contaminants from water;
- VIII. Whereas, staging emergency supplies and small-scale water filtration equipment at strategic locations throughout **Newberg** is recognized as the best model to provide for a broad outreach to the community during an emergency;
- IX. Whereas, nearly all residences in **Newberg** are within a half-mile of an **Organization** such as a local faith based, public or private school, golf course, or retirement community and these **Organizations** are willing to assist **Newberg** by using their organizational structure to provide emergency resources to all persons in the City, regardless of demographic, origin, place of residence, or religious affiliation;
- X. Whereas, **Newberg’s** faith-based community, represented by over thirty-five **Organizations**, is a tremendous resource to provide emergency preparedness to residents of various denominations;
- XI. Whereas, discussions between **Newberg** and representatives of the community **Organizations** have resulted in enthusiastic support to work cooperatively sharing expertise, personnel, facilities, supplies, and equipment in disaster and recovery efforts;
- XII. Whereas, **Newberg** has expertise, interest and capacity to coordinate and provide emergency preparedness training and materials aimed at preparing the community for emergency events;
- XIII. Whereas, participation in emergency preparedness planning and response by each **Organization** is voluntary and the level of commitment that each **Organization** can make is dependent upon its independent organization who may retain its own identity when providing services;
- XIV. Whereas, each participating **Organization** is responsible for establishing its own protocols and for financing its own activities related to emergency preparedness;

- XV. Whereas, **Newberg** is committed to utilizing its budget resources designated for emergency preparedness to provide, where agreements are in place, training, materials and emergency supplies at those participating **Organizations**;
- XVI. Whereas, the **Organization** has volunteered to partner with **Newberg** to prepare for emergencies and provide service to the community at large during emergency events.

Understandings

This MOU is a statement of the good faith effort of the parties and is not a binding legal agreement. The MOU will serve to help the parties to proceed on the following action items:

1. **Organization** commits to:
 - a) Prepare its employees, constituents, and members for emergencies arising from natural disasters including, but not limited to, major storms, flood and earthquake, as well as man-made and technological.
 - b) Form an Emergency Preparedness Committee.
 - c) Create an internal notification phone tree.
 - d) Coordinate with **Newberg** to train and utilize communication protocols specifically designed for use during disaster events.
 - e) Work with **Newberg** to mutually identify a secure and suitable location on Organization property for the storage and staging of emergency supplies including an emergency water filtration and delivery system.
 - f) Allow all people present in the City of Newberg to seek help at the **Organization** during an emergency and recovery efforts.
 - g) Allow the name of the **Organization** to be identified as an emergency assistance site on the **Newberg** website and in official publications.
 - h) Create and maintain record of training to be provided to City of Newberg annually.
 - i) Understanding City owns property and has the right to remove equipment at any time. Equipment will be made available at City request and City retains the right to check equipment on a regular basis.
 - j) Organization recognizes purpose of equipment is to supply public potable water and equipment should not be used for private party purposes.
2. **Newberg** commits to:
 - a. Provide emergency preparedness training and materials from emergency preparedness partners to the **Organization** and community.
 - b. Provide emergency supplies and equipment to be stored and staged at **Organization**.
 - c. Place a **Newberg** owned emergency water filtration system at the **Organization** (designed for emergency conditions but not guaranteed to remove all bacteria and/or other contaminants from the water) that will remain the property of **Newberg**.
 - d. Provide a secure locking storage device suitable for use at the mutually agreed to location at the **Organization** property where emergency supplies provided by Newberg are stored that will remain the property of **Newberg**.
 - e. Establish emergency information on its website which will identify community resources, including **Organizations**, which will serve as emergency assistance sites.
 - f. Maintain communication with participating emergency preparedness partners to update and improve community preparedness efforts citywide.

Authorization

Each Party represents that it has the authority to enter into this MOU which is not legally binding and is a statement only of good faith and intention of the Parties. Each signatory represents that it has been authorized by that Party to execute and deliver this MOU.

City of Newberg (Newberg)

"Organization Name" (Organization)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

