NOTICE:

THE NEHALEM CITY COUNCIL MEETING
MONDAY, APRIL 13, 2020 - 6:00 p.m.

WILL BE A

TELECONFERENCE MEETING ONLY

Please use the following phone number to access the teleconference meeting:

Call (669) 900-9128
Meeting ID: 433 418 304
(No participant ID, enter #)

City Hall will not be open to the public during the meeting. Comments may be submitted by email to dshafer@nehalem.gov

Social distancing is essential to reduce the spread of the COVID-19 pandemic. The City is utilizing technology to make meetings available to the public without increasing the risk of exposure.

Visit www.nehalem.gov to view the meeting Agenda Packet and to sign up for public meeting email notices.

If you do not have access to a phone or need other accommodations for disabilities to access the meeting, please contact City Hall at least 48 hours prior to the meeting.

City of Nehalem • 35900 8th Street • P.O. Box 143 • Nehalem, Oregon 97131
Ph (503) 368-5627 • Fx (503) 368-4175 • nehalem.gov
NEHALEM CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 13, 2020 - 6:00 p.m.

TELECONFERENCE MEETING

Please use the following phone number to access the teleconference meeting:
Call (669) 900-9128
Meeting ID: 433 418 304
(No participant ID, enter #)

CALL TO ORDER
ROLL CALL

APPROVAL OF MINUTES: March 9, 2020 Regular Council Meeting

OLD BUSINESS:

1. Police Report
2. Transportation Plan Update
3. Recology Franchise
4. Statements of Economic Interest

NEW BUSINESS:

1. Resolution 2020-01: A Resolution Declaring a State of Emergency
2. Oregon Water/Wastewater Agency Response Network (ORWARN) Mutual Aid and Assistance Agreement & Shared Worker Agreement Addendum
3. Audit Plan of Action, Secretary of State

CORRESPONDENCE/OTHER BUSINESS
None at this date

STAFF REPORTS
PAYMENT OF BILLS
COUNCIL COMMENTS
PUBLIC COMMENTS

ADJOURNMENT - Next Regular Council Meeting: May 11, 2020

If you do not have access to a phone or need other accommodations to access the teleconference meeting, please contact City Hall at least 48 hours prior to the meeting.
Mayor Dillard called the Regular Council Meeting to order at 6:01 p.m.

COUNCIL MEMBERS PRESENT: Bill L. Dillard Jr., Mayor
Jim Welsh, Council President
Hilary Howell, Council Member
Stacy Jacobsen, Council Member

EXCUSED: Phil Chick, Council Member

STAFF PRESENT: Melissa Thompson-Kiefer, Asst. City Mgr./Recorder

VISITORS: Lane deMoll

Mayor Dillard led those present in the Pledge of Allegiance.

MINUTES
The Council reviewed the minutes of the February 10, 2020 Regular Council Meeting. Councilor Howell MOVED to approve the minutes from the February 10, 2020 Regular Council Meeting as presented. Councilor Jacobsen SECONDED the motion. MOTION PASSED 3-0 (Yes: Welsh, Howell, Jacobsen; No: None).

OLD BUSINESS

POLICE REPORT
The Council reviewed the Police Report for February 2020. There was brief discussion regarding the number of public assist calls.

TRANSPORTATION PLAN UPDATE
Assistant City Manager Thompson-Kiefer reported that the City Manager received and reviewed a proposed Scope of Work for the Transportation System Plan. She said that Requests for
Proposals should be published soon and then the three City Managers will meet with ODOT to review and select a consultant to complete the plan for us.

**CITY EMAIL ADDRESSES FOR COUNCILORS**
Assistant City Manager Thompson-Kiefer shared that the Council’s new city email addresses had been activated. She provided the Council with information for accessing their email, as well as basic email security tips.

**NEW BUSINESS**

**RECOLOGY FRANCHISE**
Assistant City Manager Thompson-Kiefer reported that the Recology franchise agreement was up for renewal and City Manager Shafer had updated the existing agreement and submitted it to Recology’s attorney for review.

**STATEMENTS OF ECONOMIC INTEREST (SEI’S) DUE APRIL 15, 2020**
Mayor Dillard reminded the Council that SEIs are due on April 15, 2020.

**CORRESPONDENCE/OTHER BUSINESS**
The Council reviewed a letter from Afloat Ministries requesting support for a new one-year faith-based training program for veterans. Mayor Dillard noted that it would likely be a personal donation since it would be difficult to track individual assistance to our tax base.

**STAFF REPORTS**

**CITY MANAGER REPORT**
On behalf of City Manager Shafer, Assistant City Manager Thompson-Kiefer reported that the City Manager has a meeting scheduled on March 18, 2020 with our Planner John Morgan, Lisa Phipps from DLCD and Dean Werst regarding possible development of Mr. Werst’s property along the river in the Estuary zone.

**PUBLIC WORKS REPORT**
On behalf of Public Works Director Davidson, Assistant City Manager Thompson-Kiefer reported that our average daily water usage for February 2020 was 90,000 gallons, turbidity averaged .07 NTU’s and both Bacteriological samples were negative.
BILLS

Council President Welsh MOVED to approve payment of the bills. Councilor Howell SECONDED the motion. MOTION PASSED 3-0 (Yes: Welsh, Jacobsen, Howell; No: None).

COUNCIL COMMENTS

Mayor Dillard shared that he will be unable to attend the Budget Committee meeting on May 5th, 2020 due to a work training.

PUBLIC COMMENTS

Lane deMoll commented that she wanted to thank Public Works Director Davidson and City Manager Shafer for working with the County on an agreement to pave a portion of 10th and B Street.

ADJOURNMENT

The next regular Council Meeting will be April 13, 2020.

There being no further business, Mayor Dillard adjourned the meeting at 6:08 p.m.

APPROVED: ____________________________

Bill L. Dillard Jr., Mayor

ATTEST: ________________________________

Melissa K. Thompson-Kiefer, Assistant City Manager/Recorder
<table>
<thead>
<tr>
<th>PERSON CRIMES</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homicide</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kidnap</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sexual Assault</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault Simple</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault Serious</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault/Police Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Disturbance</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disorderly Conduct</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resisting Arrest</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menacing</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harassment</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escape</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reckless Endangering</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weapon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY CRIMES</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglary Residence</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burglary Business</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attempted Burglary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prowler</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reckless Burning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Criminal Mischief</td>
<td>3</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theft</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unauth Use Veh</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlawful Entry Veh</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robbery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trespass</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Littering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fraud</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NSF Check</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forger</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER OFF/CRIMES</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Ordinance</td>
<td>1</td>
<td>9</td>
<td>30</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Complaint</td>
<td>2</td>
<td>5</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fish and Game</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>7</td>
<td>8</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug/Liquor</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misuse/ Incom 911</td>
<td>3</td>
<td>9</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fireworks</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Susp. Circumstances</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disturbance</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRAFFIC INCIDENTS</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidents</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warnings</td>
<td>13</td>
<td>39</td>
<td>38</td>
<td>11</td>
<td>20</td>
<td>32</td>
<td>13</td>
<td>33</td>
<td>49</td>
</tr>
<tr>
<td>Citations</td>
<td>3</td>
<td>13</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>19</td>
<td>4</td>
<td>4</td>
<td>49</td>
</tr>
<tr>
<td>Crimines</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Warnings</td>
<td>11</td>
<td>15</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Citations</td>
<td>3</td>
<td>9</td>
<td>7</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandoned Vehicles</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle(s) Towed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERSON OTHER</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death Natural</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suicide/Attempt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missing / Lost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Runaway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drowning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARREST</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal</td>
<td>3</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warrant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detox</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
<th>Manz</th>
<th>Neh</th>
<th>Whe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss/Found Property</td>
<td>3</td>
<td>7</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Checks</td>
<td>7</td>
<td>34</td>
<td>41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Assist</td>
<td>2</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Dept. Assist</td>
<td>4</td>
<td>5</td>
<td>3</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarms</td>
<td>6</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unfounded</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open Window/Door</td>
<td>5</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Assist</td>
<td>20</td>
<td>48</td>
<td>42</td>
<td>2</td>
<td>10</td>
<td>7</td>
<td>1</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Other</td>
<td>1</td>
<td>5</td>
<td>18</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OREGON STATE PARKS REPORT</th>
<th>Nehalem</th>
<th>Oswald</th>
<th>Wheeler</th>
<th>Nehalem</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Camp Permit Disp</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camping Proh. Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Day Use Permit</td>
<td>2</td>
<td>6</td>
<td>31</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Viol. Posted Parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handicap Parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Violation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>General Reg Viol.</td>
<td>2</td>
<td>2</td>
<td></td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Search &amp; Rescue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Ranger Assist</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Vandalism</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor in Possession</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnishing Alcohol</td>
<td>56</td>
<td>168</td>
<td>168</td>
<td>43</td>
<td>122</td>
</tr>
<tr>
<td>Security Checks</td>
<td>6</td>
<td>13</td>
<td>14</td>
<td>6</td>
<td>22</td>
</tr>
<tr>
<td>Crimes</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>2</td>
<td>8</td>
<td>3</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Arrest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 2020-01:
A RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, Governor Kate Brown, on March 8, 2020 declared a state of emergency due to the COVID-19 virus, finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

WHEREAS, the World Health Organization, on March 11, 2020 declared COVID-19 to be a pandemic threat that causes respiratory distress with the potential to cause serious illness and loss of life; and

WHEREAS, President Donald J. Trump, on March 13, 2020 declared a national emergency concerning the novel coronavirus disease (COVID-19) outbreak; and

WHEREAS, Tillamook County, on March 14, 2020 declared a local state of emergency within Tillamook County; and

WHEREAS, the City of Nehalem may require significant resources to provide for the health and safety of residents, second homeowners and visitors; and

WHEREAS, the State of Oregon, pursuant to ORS 401.309(1), authorizes the governing body of Oregon cities and counties to declare a local state of emergency; and

WHEREAS, the Mayor of the City of Nehalem finds that conditions require a local state of emergency.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEHALEM:

Section 1. A local state of emergency is declared to exist throughout the City of Nehalem.

Section 2. All necessary City funds shall be redirected for emergency use, and standard City procurement procedures shall be suspended for any contract or purchase necessary to combat the COVID-19 pandemic.

Section 3. The state of emergency declaration provides the City Manager of Nehalem authorization to reallocate any city funds for emergency use.
**Section 4.** City Manager of the City of Nehalem may take any and all necessary steps authorized by law to coordinate a response to this emergency.

**Section 5.** City Manager of the City of Nehalem is authorized to initiate emergency request aid from Tillamook County, the State of Oregon and the Federal Emergency Management Agency as necessary.

**Section 6.** All non-essential City commissions, committees and City events are cancelled until May 1, 2020, but may be extended as necessary.

**Section 7.** To protect the health of City employees, the City Manager may issue emergency rules or guidance on the use of sick leave, telework, remote work or other policies that shall be in effect for the duration of the emergency.

**Section 8.** This Resolution is effective immediately and shall remain in effect until rescinded by the Nehalem City Council.

Passed this 13th day of April 2020 by the Common Council of the City of Nehalem, Tillamook County, Oregon.

Approved: ______________________

Bill L. Dillard Jr., Mayor

Attest: ______________________

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

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

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, the Members agree as follows:

TERMS AND CONDITIONS

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

II. DEFINITIONS -

A. **Emergency Assistance** in this ADDENDUM means a Shared Worker that is self-deployed and offers mutual aid during a catastrophic emergency to a Receiving Member in order to assist in the response, relief and/or recovery efforts following an emergency and whose duties would be comparable to efforts performed by the Shared Worker for their Responding Member employer in a similar emergency response.

B. **Responding Member** means a Member whose employee provides emergency assistance in the form of a Shared Worker as defined by this addendum to a Receiving Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.

C. **Receiving Member** means a Member who accepts emergency assistance in the form of personnel from another Responding Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.

D. **Shared Worker(s)** are Responding Member employees responsible for various field and public works activities occurring within the agency who may respond to a Receiving Member during a catastrophic emergency when they are unable to get to their normal work location as outlined in the standard operating procedures.

E. **Emergency** includes, but is not limited to, a human-caused or natural event or other circumstance such as a major earthquake, 100-year flood, or severe wind, snow or ice storm, that causes widespread damage to water systems, which prevents workers from reporting to their normal work location due to severely disrupted transportation routes, or other hazards.

III. PARTICIPATION IN THIS AGREEMENT

A. Participation in this ADDENDUM is voluntary. No Member shall be liable to another Member or considered to be in breach or default under the original AGREEMENT, on account of any delay in or failure to perform any obligation, except to make payment as specified in the AGREEMENT.
B. All counties, cities, inter-local agencies, regional governments, and special
districts in Oregon are eligible to be a party to this ADDENDUM providing they
are Members or Associate Members of the AGREEMENT.

C. Unless otherwise mutually agreed by Receiving and Responding Member, Article
VI Cost Reimbursement of the AGREEMENT shall be followed and actions
taken under this addendum shall comply with applicable Collective Bargaining
Agreements, Local, State and Federal laws.

IV. ROLES OF AUTHORIZED OFFICIAL

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

V. DUTIES OF THE RECEIVING MEMBER

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

B. The Receiving Member shall communicate with the Responding Member as soon
as possible when a Shared Worker reports for duty at the Receiving Member
location during an emergency and shall:

   i. Request approval of the mutual aid and comply with the terms and
      conditions of the Agreement and this Addendum.

   ii. Confirm with the Shared Worker and the Responding Member that the
       Shared Worker’s services are required.

   iii. Develop and implement a tracking system to record time and duration of
       Shared Worker to be provided to the Responding Member when
       emergency has been reduced or eliminated.

   iv. Notify the Responding Member when the Shared Worker is released from
       service.

VI. DUTIES OF THE SHARED WORKER

A. The Shared Worker will make every effort to report to their normal duty station
before self-deploying to another agency.

B. Will only self-deploy to another agency if safe to do so.

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

VII. DUTIES OF THE RESPONDING MEMBER

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

VIII. EMPLOYEES AS INDEPENDENT CONTRACTORS

A. Each Responding Member shall be and operate as an independent contractor of the Receiving Member in the provision of any Emergency Assistance. Employees of the Responding Member shall, at all times while performing Emergency Assistance, continue to be employees of the Responding Member and shall not be deemed employees of the Receiving Member for any purpose. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Shared Workers shall remain the responsibility of the Responding Member. The costs associated with borrowed employees are subject to the reimbursement process outlined in the AGREEMENT, Article VI, Cost Reimbursement.

B. In no event shall a Responding Member or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Receiving Member under or by virtue of the AGREEMENT.

C. Shared Workers shall remain under the administrative control of the Responding Member but will be under the operational control of the emergency management authorities of the Receiving Member. The Responding Member shall not be liable for cessation or slowdown of work if the Responding Member’s Shared Workers decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Receiving Member of any responsibility or create any liability on the part of the Responding Member for decisions and/or consequences of the operation.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

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

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

XI. EXECUTION

This ADDENDUM is voluntary to Members and Associate Members of the AGREEMENT.
ADDENDUM NO. 1
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK (ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION (SHARED WORKERS)

SIGNATURE PAGE

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

__________________________________     _________________________    _____________
Signature of Officer           Date                     Officer’s Title

__________________________________     _________________________    _____________
Signature of Counsel           Date                     Counsel’s Title

Name and title of primary Contact Representative:

Address:

______________________________________________________________

Phone: ____________________ Email: _________________________________

Name and title of alternate Contact Representative:

Phone: _____________________ Email: ________________________________
Plan of Action for City of Nehalem
The City of Nehalem respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2019. The audit was completed by the independent auditing firm Acuity, LLC and reported the deficiencies listed below. The plan of action was adopted by the governing body at their meeting on April 13, 2020, as indicated by signatures below.

The deficiencies are listed below, including the adopted plan of action and timeframe for each.

Deficiency #1. Segregation of Duties
Because of the small size pf the city, with a limited number of available personnel, it is not always possible to adequately segregate certain incompatible duties so that no one employee has access to both physical assets and the related accounting records or to all phases of a transaction. Consequently, the possibility exist that unintentional or intentional errors or irregularities could occur and not be promptly detected.

The city will continue requiring 2 signatures, one of which is an elected official, on each check. The individual who writes the checks will not open and review the bank statements, and the city council and management will remain diligent in monitoring the financial activities of the city.

Deficiency #2 Compliance with Oregon Revised Statutes: Oregon Budget Law
During our audit, we noted that the City expended funds in excess of the amounts appropriated, which is in violation of ORS 294.150

The City changed the procedures in the payment process effective January 2020 to more closely compare budgeted and actual expenditures to prevent future reoccurrences.

Adopted this 13th day of April 2020 by the Nehalem City Council.

Approved:  
Bill L. Dillard Jr., Mayor

Attest:  
Dale Shafer, City Manager